

Terms & Conditions of Trade

1. All works carried out by Wood Enterprises (Aust) Pty Ltd either quoted or otherwise shall be subject to these Terms and Conditions in full. It is the sole responsibility of the client to read the Terms and the Conditions carefully and pursue legal advice if required prior to engaging Wood Enterprises (Aust) Pty Ltd.

Definitions

2. "Technician" means Wood Enterprises (Aust) Pty Ltd, or any agents, contractors or employees hereof,

3. "Client" shall mean the client, any person acting on behalf of & with the authority of the client, or any person purchasing products & services from Wood Enterprises (Aust) Pty Ltd.

4." Contracted Price" shall mean the quoted price and any variation or in the absence of a quote the time and material rates as specified on the invoice.

Quotations and Orders

5. Unless previously withdrawn, a quotation issued by Wood Enterprises (Aust) Pty Ltd is valid for acceptance for a period of 30 days. Wood Enterprises (Aust) Pty Ltd reserves the right to refuse any Order placed by the Client within 7 days of the Order being placed.

6. Any quotation is based on the Technician's professional estimation of the existing appliance and electrical connections present on site. If this is not the case or if they are inaccessible or unusable in their present state, the technician reserves the right to vary the quotation.

7. The Technician reserves the right to vary a quotation once the supply of goods or services has commenced. The Client will be notified at their earliest convenience and approval sought to carry out the additional works.

8. Once an Order has been accepted by the Technician, the Client cannot cancel it without the express consent of the Technician. Where the Technician has already ordered goods from a third party, cancellation will only be possible if the Technician can return the goods to the third party at no loss to the Technician.

9. The Technician may, at any time after acceptance of an Order, cancel the supply of goods or service and the Technician will not be liable for any loss or damage suffered by the Client as the result of such cancellation.

Contract Price and Payment

10. The Client shall pay the Technician the Contract Price and any variation in accordance with these terms and conditions.

11. The Price is payable in full without any deduction at the completion of the works unless otherwise agreed in writing with the Technician.

12. If the supply of goods and service is by credit, the Client must have submitted a credit application which is approved in writing by the Technician. In that case, payment must be in accordance with the terms of the credit application.

Site Issues

13. Unless otherwise agreed the supply of service does not include any cabinetry alterations, relocation of appliances or electrical fittings, or removal of packaging and appliances that may be encountered in the supply of goods and services.

14. No provision for the costs associated with the identification or removal and cartage of Asbestos Containing Material (ACM) that may be encountered during completion of works. Costs associated with the identification and removal of ACM shall constitute a variation and such variation shall permit an additional charge for such work.

15. The Technician will take care when supplying the Goods or Services to minimise any disturbance or damage to surrounding areas. Any repair or restoration required after the supply of the Goods or Services is not included in the Technician's quotation, unless otherwise stated and must be carried out at Client's cost.

16. Pricing on works are based upon the assumption that all existing installations comply with law, regulations and relevant Australian Standards. Any work required to bring existing installations into compliance with law, regulation and relevant Australian Standards shall constitute a variation.

17. Pricing of Works is based upon the assumption that the Technician will have access to the site during normal working hours. If the Technician's access to the site is impeded in any way, this shall constitute a variation and may incur a fee.

Goods and Services Tax

18. All Goods and Services are subject to Goods and Services Tax (GST).

Technician's Obligations

19. The Technician will use their best efforts to supply Goods and Services in accordance with the quotation but will not be liable to the Client for any delays, no matter what the reason including negligence of the Technician.

20. The Technician shall perform work in a professional manner as per Australian Standards.

21. The Technician shall perform work in accordance with OH&S requirements.

22. The Technician shall handle any fixtures, fittings, materials and/or equipment provided by the Client with reasonable care.

23. The Technician shall not be liable for any damage caused by defects in, or the unsuitability of Client-supplied fixtures, fittings, materials and/or equipment for the purposes for which they were intended by the Client.

24. The Technician shall not be liable for any loss or damage resulting from any act of God, fire, natural disaster, Act of Parliament, Government order, strike, war, delay in delivery of manufacturing materials or from any other circumstances beyond the Technician's control.

25. The Technician may sub contract all or any of its obligations or rights without Client's consent.

Client's Obligations

26. The Client agrees that the site the Technician is working on will comply with any occupational health and safety laws relating to building /construction sites.

Supply of Materials

27. Notwithstanding delivery of the Goods to the Client, title in the Goods shall remain with the Technician until full payment is made by the Client to the Technician.

28. The Technician reserves the right to remove any Goods fitted during Service if payment is refused

Insurance

29. Technician will take out and maintain all insurance it considers appropriate in respect of the supply of Goods and Services and all other insurances required by law.

Termination of Contract

30. Either party may terminate this agreement immediately by notice to the other party:

(a) if the other party breaches a material term of this agreement capable of being remedied and fails to remedy the breach within 10 business days after being given notice of breach;

(b) if that other party breaches a material term of this agreement which is not capable of remedy; or
(c) the other party is unable to pay its debts as they fall due; makes or commences negotiations with a view to making a general rescheduling of its indebtedness, scheme of arrangement or composition with its creditors; or takes any corporate steps for its winding up or the appointment of a receiver, administrator or official manager over any of its revenue and assets.

31. If Client terminates this agreement for any reason whatsoever the Client must immediately pay the Technician for all Goods or Services already ordered from or supplied by Technician.

Warranty and Limitation of Liability

32. In relation to any Goods which are the subject of a manufacturer's warranty, the Client agrees to comply with the terms of the manufacturer's warranty in the event there is a defect in the Goods.

Severance Clause

34. If any words or provisions in this contract are unenforceable, the remainder of this contract shall remain effective.

35. The Technician reserves that the right to review and makes changes to the term and conditions from time to time.