

TERMS AND CONDITIONS OF SALE AND SERVICE

Bigdog Welding and Fabrication Pty Ltd trading as Express Laser NQ

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1. Application and Summary of Contract

- 1.1 These Terms and Conditions of Sale and Service ("Terms") apply to all quotes, estimates, orders, cutting, welding, fabrication, and related services supplied by Bigdog Welding and Fabrication Pty Ltd trading as Express Laser NQ ("the Company") to the client named on the quote, job sheet, or invoice ("the Client").
- 1.2 A binding contract is formed when the Client approves a quote (verbally, electronically, or in writing), submits a Purchase Order, checks the acceptance box on our website, or instructs the Company to commence work.
- 1.3 Processing and turnaround times are agreed upon on a case-by-case basis depending on project specifications, material availability, and shop capacity.

2. Quotations, Pricing, and Minimum Charges

- 2.1 Quotations provided by the Company remain valid for 30 days from the date of issue unless stated otherwise in writing.
- 2.2 Prices quoted are based on material and labor costs at the date of the quote. The Company reserves the right to adjust final charges if the scope of work, specifications, or DXF files change after quote approval.
- 2.3 Minimum job charges apply to all approved projects.

3. Payment Terms, Deposits, and Title

- 3.1 Standard Payment Terms: Unless Cash on Delivery (COD) is selected or required, full payment is strictly due within seven (7) days from the date of invoice. No monthly statements will be issued.
- 3.2 COD Terms: Where COD is agreed, full payment is required immediately upon job completion or prior to collection/delivery.
- 3.3 Deposits: An initial non-refundable deposit may be required before work or material purchasing commences. Where a deposit is paid, the remaining balance must be paid within seven (7) days of the final invoice date.
- 3.4 Late Payment Interest: Interest may be charged on any outstanding overdue accounts at a rate of 1.5% per month (calculated daily) from the due date until paid in full.
- 3.5 Retention of Title (Romalpa Clause): Ownership of all completed, partially completed, or installed goods remains with the Company until all invoices are paid in full by the Client.
- 3.6 Repossession Rights: The Company reserves the right to hold or repossess any goods if payment is not completed in full or if the Client refuses to pay. Any labor or removal costs incurred to remove installed goods due to non-payment will be charged to the Client.
- 3.7 Payment Method: Payment must be made via bank transfer using the account details provided on the invoice.

4. Complaints, Defects, and Issue Notification Window

- 4.1 24-Hour Notice Requirement: The Client must inspect all goods upon receipt and notify Benjamin Callaghan in writing of any defect, damaged product, or variance from specifications within 24 hours of delivery or collection.
- 4.2 Subsequent Claims: Any issues, defects, or modifications raised after the 24-hour window will be subject to additional charges for labor, materials, and rectification work.

5. Cancellations and Refunds

- 5.1 Custom orders cannot be cancelled once production, cutting, or material purchasing has commenced, except with the express written consent of the Company.

5.2 In the event the Company agrees to a cancellation prior to job completion:

- (a) Material & Labor Costs: The Client remains fully liable for 100% of all material costs purchased or allocated for the job, plus 100% of all labor, CAD design, nesting, and overhead costs incurred up to the time of cancellation.
- (b) Non-Refundable Deposits: Any initial deposit paid is non-refundable to cover administrative and setup expenses.
- (c) Unpaid Work: If progress payments received do not cover the materials purchased and labor completed to date, the Client must pay the outstanding balance within seven (7) days of invoice.

6. Client Specifications, Customer Files, and Intellectual Property

6.1 Client Responsibility: The Client is solely responsible for providing complete and accurate specifications, measurements, cutting instructions, and DXF/CAD files. If specifications are omitted, the Company will request the required details, which may impact processing turnaround times.

6.2 Customer Material IP: The Client retains ownership of original DXF files, drawings, and designs supplied to the Company. The Client warrants that they hold the legal right or license to use and provide such files.

6.3 Company Created Files: Any DXF files, CAD drawings, nestings, CNC cut paths, templates, or alterations created, modified, or developed by the Company remain the exclusive intellectual property of the Company.

6.4 Media Rights: The Company reserves the right to capture and post photographs or videos of completed client projects for marketing and portfolio purposes, unless express written notice to the contrary is provided by the Client prior to job completion.

7. Freight, Delivery, and Risk

7.1 Shipping Costs: The Client is responsible for all shipping, freight, and courier costs.

7.2 Freight Insurance: Transit insurance is an optional extra at the Client's expense.

7.3 Loss or Damage in Transit: Risk in the goods passes to the Client upon dispatch or pickup. The Company is not liable for loss, damage, or delay during shipment. In the event of lost shipments, the Client must contact the courier directly using the provided tracking details.

7.4 Delivery Failure: The Company is not responsible for misdelivery resulting from incorrect addresses provided by the Client, nor for misplaced products after a delivery sign-off. No refunds will be issued due to client refusal upon delivery.

8. Refunds and Returns Policy

8.1 Subject to applicable consumer rights under the Australian Consumer Law (ACL), all sales are final, and there are no refunds or exchanges on custom-fabricated, cut, or welded products once approved and supplied in accordance with the Client's specifications.

9. Limitation of Liability and Force Majeure

9.1 Force Majeure: The Company is not liable for delays, failure to perform, or compromised delivery dates resulting from circumstances beyond its control, including but not limited to equipment failure, material shortages, weather conditions, illness, injury, or acts of God.

9.2 Maximum Liability: To the maximum extent permitted by law, the Company's maximum liability for loss, damage, or destruction of materials beyond its control is strictly limited to the return of payments received for the affected job or product.

10. Governing Law

10.1 These Terms are governed by and construed in accordance with the laws of the State of Queensland, Australia.

ELECTRONIC ACCEPTANCE & ACKNOWLEDGEMENT

By checking the agreement box on our website, submitting an online quote request, approving an estimate or quotation via email, or issuing instructions to proceed with a job, the Client acknowledges and agrees to be legally bound by these Terms and Conditions of Sale and Service in their entirety.