



DATCO GROUP PTY LTD TERMS AND CONDITIONS

1. Definitions

- 1.1 "Supplier" shall mean Datco Group Pty Ltd (ABN 85 678 181 649) of 307 Tweed Valley Way, South Murwillumbah, NSW 2484, trading as Datco Aluminium, Datco Windows & Doors Online, and Datco Glass Imports (each a business name operating under the Datco Group Pty Ltd umbrella), its successors and assigns, or any person acting on behalf of and with the authority of Datco Group Pty Ltd.
- 1.2 "Client" shall mean the Client (or any person acting on behalf of and with the authority of the Client) as described on any quotation, work authorisation, or other form as provided by the Supplier to the Client.
- 1.3 "Guarantor" means that person (or persons), or entity, who agrees to be liable for the debts of the Client on a principal debtor basis.
- 1.4 "Goods" shall mean Goods supplied by the Supplier to the Client (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by the Supplier to the Client.
- 1.5 "Services" shall mean all Services supplied by the Supplier to the Client and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).
- 1.6 "Price" shall mean the price payable for the Goods as agreed between the Supplier and the Client following clause 8 of this contract.

2. The Australian Consumer Law ("ACL") and Fair Trading Acts ("FTA")

- 2.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) or the FTA in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.
- 2.2 Where the Australian Consumer Law implies a guarantee into this agreement that cannot be excluded, and the Supplier's liability for failing to comply with that guarantee can be limited, the Supplier's liability is limited, at the Supplier's option, to the replacement of the Goods, the supply of equivalent Goods, or the payment of the cost of replacing the Goods or acquiring equivalent Goods.

3. Quotes / Products and Services Specification

- 3.1 The Supplier shall provide a quote to the Client, which will specify the work required to be completed and an estimate of the Supplier's charge for the performance of the work.
- 3.2 For supply and installation contracts, the Supplier shall request a deposit from the Client, as specified in the quote.
- 3.3 For supply only contracts (no installation) payment is required in full when the quote is accepted unless a credit application has been completed, received, and approved by the Supplier.
- 3.4 All quotations are subject to final measurements and further on-site consultations.
- 3.5 The Client shall accept the quote by signing and returning a copy of the quote. The Client can return the signed quote by email or in person. Any other method of electronic communications will be accepted by the Supplier and is binding upon receipt. Payment of the required deposit by the Client will be accepted in place of a signed Quote and is binding.
- 3.6 The Supplier will not commence work until the quote has been accepted in writing, and/or payment of deposit has been received by the Client.
- 3.7 The commencement date for delivery of the Goods and Services is an estimate only. The commencement date shall not be of the essence in these Trading Terms.
- 3.8 The Client warrants that it has not relied on any representation by the Supplier other than as supplied in writing in the quote.
- 3.9 The Supplier shall not be liable for any losses caused, either directly or indirectly, by any delay of the Contractor in delivering the Goods and Services to the Client.
- 3.10 All quotes are valid for 30 days from the date of quote unless specified otherwise in writing by the Supplier. The Supplier reserves the right to amend quotes for any reason, including changes in the price of raw materials.
- 3.11 Quotes provided to the Client do not include nor allow for any of the following unless specified on the quote:
- (a) structural support or preparatory works.
 - (b) scaffolding or lifting equipment.
 - (c) zoning certificates.
 - (d) building permits or certificates.
 - (e) council permit for any requirement, including but not limited to, footpath closures, road closures, and works conducted outside of normal working hours.
 - (f) electrical works.
 - (g) plumbing works.
 - (h) plaster or render works.
 - (i) tiles.
 - (j) Cutting of concrete/bricks.

4. Standards of work and Product Guidelines

- 4.1 All glass supplied and/or installed have been designed and/or installed in accordance with Part 3.6 of Volume 2 of the Building Code of Australia, AS 2047-1999 "Windows in buildings – Selection and Installation" and/or AS 1288-2006 "Glass in buildings – Selection and Installation".
- 4.2 All toughened glass has an allowable acceptable tolerance of between 1mm and 3mm.
- 4.3 The Supplier will clean glass to a trade clean standard, not a commercially clean standard.
- 4.4 Glass to Glass silicone butt joints has an allowable tolerance of plus or minus 2mm.
- 4.5 Glass panels exceeding 1200 x 3000 are subject to manufacturer capabilities.
- 4.6 The Supplier may, at its discretion, change product information data on any product and may use an equivalent generic product.
- 4.7 All standard float glass has a green hue, which may affect the colour appearance of the finished painted product. Grey Laminated Glass may show a pink hue in different lighting.
- 4.8 Low Iron glass is produced with minimum iron content and is best suited for colour matching, however, slight variations may still occur.
- 4.9 Non Standard colours will be produced in sample form and the Client may incur the cost for the production of such sample. Acceptance of the colour sample is required prior to order acceptance. Colours produced on glass samples are representative only.
- 4.10 Glass is to be viewed in normal lighting against an opaque background in a vertical position by a stationary observer positioned no less than 2 metres from the surface.
- 4.11 All background lighting affects the appearance of painted glass.
- 4.12 Scratches, scars, minor defects, and pinhole touch-ups are acceptable provided they are not visible to the naked eye when viewed from a distance of no less than 2 metres.
- 4.13 Any visual defect in glass must be reported to the Supplier within 48 hours of supply and/or installation.
- 4.14 Do not store or place other material/s with, on, or over glass surfaces. This can damage the glass or create a trap leading to thermal breakage and/or delamination of laminated glass.
- 4.15 Avoid causing extreme temperature changes as this may lead to thermal fracture of the glass. E.g., Do not splash hot water on cold glass, or freezing water on hot glass.



5. Variations

Variations to an accepted quote or contract may incur additional costs to the Client.

6. Client Obligations

6.1 The Client:

- (a) shall provide the Supplier with all requested and necessary information and details, including, but not limited to, measurements, plans, specifications, and drawings.
- (b) shall indemnify the Supplier for any extra cost, loss, or damage for any price variation caused by inaccurate information provided to the Supplier.
- (c) shall indemnify the Supplier for the cost of Goods if the Supplier orders Goods based upon inaccurate information and those Goods are not suitable for the work.
- (d) is responsible for obtaining all necessary and required permits, approvals, and certificates, and providing copies to the Supplier before the commencement of work.
- (e) shall advise the Supplier whether any works are to be constructed on bushfire-prone land, and if so, provide the bushfire attack level (BAL);
- (f) shall advise the Supplier whether any works are to be constructed to comply with BASIX ratings.
- (g) shall ensure all consultant reports and documentation (including in respect of fall prevention requirements) are supplied to Datco Group Pty Ltd prior to order, to ensure compliance with all applicable standards and regulations.

7. Acceptance

Any instructions received by the Supplier from the Client for the supply of Goods and/or the Client's acceptance of Goods supplied by the Supplier shall constitute acceptance of the terms and conditions contained herein.

Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.

Upon acceptance of these terms and conditions by the Client the terms and conditions are binding and can only be amended with the written consent of the Supplier.

The Client shall give the Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client or any change in the Client's name and/or any other change in the Client's details (including but not limited to, changes in the Client's address, facsimile number, or business practice). The Client shall be liable for any loss incurred by the Supplier if the Client fails to comply with this clause.

Goods are supplied by the Supplier only on the terms and conditions of trade herein to the exclusion of anything contrary to the terms of the Client's order notwithstanding that any such order is placed on terms that purport to override these terms and conditions of trade.

8. Price And Payment

At the Supplier's sole discretion, the Price shall be either:

- (a) as indicated on invoices provided by the Supplier to the Client in respect of Goods supplied; or
- (b) the Supplier's current price at the date of delivery of the Goods according to the Supplier's current Price list; or
- (c) the Supplier's quoted Price (subject to clause 8.2) which shall be binding upon the Supplier provided that the Client shall accept the Supplier's quotation in writing within thirty (30) days.

The Supplier reserves the right to change the Price in the event of a variation to the Supplier's quotation. Any variation from the plan of scheduled works or specifications (including, but not limited to, any variation due to price increases and decreases in materials and labour costs) will be charged based on the Supplier's quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at the time of completion.

At the Supplier's sole discretion, a deposit may be required.

The Supplier may submit a detailed payment claim at intervals not less than one month for work performed up to the end of each month. The value of work so performed shall include the reasonable value of authorised variations, whether the value of such variations has been finally agreed upon between the parties, and the value of materials delivered to the site but not installed.

At the Supplier's sole discretion:

- (a) payment shall be due prior to delivery of the Goods.

Time for payment for the Goods shall be of the essence and will be stated on the invoice or any other forms.

Payment will be made by cash, by cheque, by bank cheque, or by credit card (plus a surcharge of up to two and one-half percent (2.5%) of the Price), or by direct credit, or by any other method as agreed to between the Client and the Supplier.

GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

9. Delivery Of Goods

At the Supplier's sole discretion delivery of the Goods shall take place when:

- (a) the Client takes possession of the Goods at the Supplier's address; or
- (b) the Client takes possession of the Goods at the Client's nominated address (if the Goods are delivered by the Supplier or the Supplier's nominated carrier); or
- (c) the Client's nominated carrier takes possession of the Goods in which event the carrier shall be deemed to be the Client's agent.

At the Supplier's sole discretion, the costs of delivery are:

- (a) included in the Price; or
- (b) in addition to the Price.

The Client shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. If the Client is unable to take delivery of the Goods as arranged, then the Supplier shall be entitled to charge a reasonable fee for redelivery and/or charge for storage.

Delivery of the Goods to a third party nominated by the Client is deemed to be delivery to the Client for this agreement.

The Supplier may deliver the Goods in separate installments. Each separate installment shall be invoiced and paid following the provisions in these terms and conditions.

The failure of the Supplier to deliver shall not entitle either party to treat this contract as repudiated.

The Supplier shall not be liable for any loss or damage whatsoever due to failure by the Supplier to deliver the Goods (or any of them) promptly or at all, where due to circumstances beyond the control of the Supplier.

The Client must ensure there is sufficient space for the delivery vehicle and Goods at the delivery address. For safety reasons, placement of the Goods at the delivery address is at the delivery driver's discretion.

Due to workplace health and safety regulations, delivery drivers will unload Goods to the garage area of the delivery address, or within 10 metres of the delivery vehicle, only.

10. Risk

If the Supplier retains ownership of the Goods nonetheless, all risk for the Goods passes to the Client on delivery.

- 10.2 If any of the Goods are damaged or destroyed following delivery but before ownership passes to the Client, the Supplier is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Supplier is sufficient evidence of the Supplier's rights to receive the insurance proceeds without the need for any person dealing with the Supplier to make further enquiries.
- 10.3 Whilst every care shall be taken by the Supplier, any damage or breakage to the Client's existing glass during works by the Supplier shall be at the Client's own risk.
- 10.4 Where the Client has supplied measurements or templates for the Supplier to complete the Goods, the Client acknowledges that the Supplier shall not be liable for any errors or damage resulting from the Client's incorrect measurements or templates unless there is a mistake by the Supplier by misinterpreting the measurements provided.
- 11. Title**
- 11.1 The Supplier and Client agree that ownership of the Goods shall not pass until:
- (a) the Client has paid the Supplier all amounts owing for the Goods; and
- (b) the Client has met all other obligations due by the Client to the Supplier in respect of all contracts between the Supplier and the Client.
- 11.2 Receipt by the Supplier of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared, or recognised and until then the Supplier's ownership or rights in respect of the Goods shall continue.
- 11.3 It is further agreed that:
- (a) where practicable the Goods shall be kept separate and identifiable until the Supplier shall have received payment and all other obligations of the Client are met; and
- (b) until ownership of the Goods shall pass from the Supplier to the Client, the Supplier may give notice in writing to the Client to return the Goods or any of them to the Supplier. Upon such notice the rights of the Client to obtain ownership or any other interest in the Goods shall cease; and
- (c) the Supplier shall have the right to stop the Goods in transit whether delivery has been made; and
- (d) if the Client fails to return the Goods to the Supplier, then the Supplier or the Supplier's agent may enter upon and into land and premises owned, occupied, or used by the Client, or any premises as the invitee of the Client, where the Goods are situated and take possession of the Goods; and
- (e) the Client is only a bailee of the Goods and until the Supplier has received payment in full for the Goods then the Client shall hold any proceeds from the sale or disposal of the Goods, up to and including the amount the Client owes to the Supplier for the Goods, on trust for the Supplier; and
- (f) the Client shall not deal with the money of the Supplier in any way that may be averse to the Supplier; and
- (g) the Client shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of the Supplier; and
- (h) the Supplier can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Client; and
- (i) Until such time that ownership in the Goods passes to the Client, if the Goods are converted into other products, the parties agree that the Supplier will be the owner of the end products.
- 12. Personal Property Securities Act 2009**
- 12.1 The Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the Personal Property Securities Act 2009 (Cth) ("PPSA"), and that the Supplier may register a security interest on the Personal Property Securities Register ("PPSR") in respect of the Goods, and any proceeds of the Goods.
- 12.2 The Client agrees to promptly do all things, sign all documents, and provide all information reasonably requested by the Supplier to enable the Supplier to register, perfect, or otherwise protect a security interest under the PPSA, and to release the Supplier from any liability for any costs associated with such registration.
- 12.3 To the extent permitted by the PPSA, the Client waives its rights to receive notices under sections 95, 118, 121(4), 123, 130, 132(3)(d), 132(4), and 135 of the PPSA, and waives its rights as a grantor under sections 142 and 143 of the PPSA.
- 12.4 The Client agrees not to register, or allow to be registered, a financing change statement or a financing statement in respect of a security interest without the prior written consent of the Supplier.
- 13. Defects**
- 13.1 The Client shall inspect the Goods on delivery and shall within twenty-four (24) hours of installation and/or delivery (time being of the essence) notify the Supplier of any alleged defect, shortage in quantity, damage, or failure to comply with the description or quote. The Client shall allow the Supplier to inspect the Goods within a reasonable time following delivery if the Client believes the Goods are defective in any way. If the Client shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which the Supplier has agreed in writing that the Client is entitled to reject, the Supplier's liability is limited to either (at the Supplier's discretion) replacing the Goods or repairing the Goods except where the Client has acquired Goods as a consumer within the meaning of the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) or the Fair Trading Acts of the relevant state or territories of Australia and is therefore also entitled to, at the consumer's discretion either a refund of the purchase price of the Goods, or repair of the Goods, or replacement of the Goods.
- 13.2 Goods will not be accepted for return other than following 13.1 above.
- 14. Warranty**
- 14.1 Subject to the conditions of warranty set out in clause 14.2 the Supplier warrants that if any defect in any workmanship of the Supplier becomes apparent and is reported to the Supplier within seven (7) years of the date of delivery for major defects or 2 years for minor defects (time being of the essence) then the Supplier will either (at the Supplier's sole discretion) replace or remedy the workmanship.
- 14.2 The conditions applicable to the warranty given by clause 14.1 are:
- (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
- (i) failure on the part of the Client to properly maintain any Goods; or
- (ii) failure on the part of the Client to follow any instructions or guidelines provided by the Supplier; or
- (iii) any use of any Goods otherwise than for any application specified on a quote or order form; or
- (iv) the continued use of any Goods after any defect becomes apparent or would have become apparent to a prudent operator or user; or
- (v) fair wear and tear, any accident or act of God.
- (b) the warranty shall cease, and the Supplier shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered, or overhauled without the Supplier's consent.
- (c) the warranty shall cease, and the Supplier shall after that in no circumstances be liable under the terms of the warranty if a service has not been completed within 12 months of supply and/or installation of goods.
- (d) in respect of all claims, the Supplier shall not be liable to compensate the Client for any delay in either replacing or remedying the workmanship or in accurately assessing the Client's claim.
- 14.3 For Goods not manufactured by the Supplier, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Supplier shall not be bound by nor be responsible for any term, condition, representation, or warranty other than that which is given by the manufacturer of the Goods.

15. Intellectual Property

15.1 Where the Supplier has designed, drawn, or written Goods for the Client, then the copyright in those designs and drawings and documents shall remain vested in the Supplier, and shall only be used by the Client at the Supplier's discretion.

15.2 The Client warrants that all designs or instructions to the Supplier will not cause the Supplier to infringe any patent, registered design, or trademark in the execution of the Client's order and the Client agrees to indemnify the Supplier against any action taken by a third party against the Supplier in respect of any such infringement.

16. Default & Consequences of Default

16.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and one half percent (2.5%) per calendar month (and at the Supplier's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

16.2 If the Client's payment is dishonoured for any reason the Client shall be liable for any dishonour fees incurred by the Supplier.

16.3 If the Client defaults in payment of any invoice when due, the Client shall indemnify the Supplier from and against all costs and disbursements incurred by the Supplier in pursuing the debt including legal costs on a solicitor and own client basis and the Supplier's collection agency costs.

16.4 Without prejudice to any other remedies the Supplier may have, if at any time the Client is in breach of any obligation (including those relating to payment), the Supplier may suspend or terminate the supply of Goods to the Client and any of its other obligations under the terms and conditions. The Supplier will not be liable to the Client for any loss or damage the Client suffers because the Supplier has exercised its rights under this clause.

16.5 If any account remains overdue after thirty (30) days, then an amount of the greater of twenty dollars (\$20.00) or ten percent (10.00%) of the amount overdue (up to a maximum of two hundred dollars (\$200.00)) shall be levied for administration fees which sum shall become immediately due and payable.

16.6 Without prejudice to the Supplier's other remedies at law the Supplier shall be entitled to cancel all or any part of any order of the Client that remains unfulfilled and all amounts owing to the Supplier shall, whether due for payment, become immediately payable if:

- (a) any money payable to the Supplier becomes overdue, or in the Supplier's opinion the Client will be unable to meet its payments as they fall due; or
- (b) the Client becomes insolvent, convenes a meeting with its creditors proposes or enters an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (c) a receiver, manager, liquidator (provisional or otherwise), or similar person is appointed in respect of the Client or any asset of the Client.

17. Security And Charge

17.1 Despite anything to the contrary contained herein or any other rights which the Supplier may have howsoever:

- (a) where the Client and/or the Guarantor (if any) is the owner of land, realty, or any other asset capable of being charged, both the Client and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Supplier or the Supplier's nominee to secure all amounts and other monetary obligations payable under these terms and conditions. The Client and/or the Guarantor acknowledge and agree that the Supplier (or the Supplier's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met.
- (b) should the Supplier elect to proceed in any manner following this clause and/or its sub-clauses, the Client and/or Guarantor shall indemnify the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis.
- (c) the Client and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint the Supplier or the Supplier's nominee as the Client's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 17.1.

18. Cancellation

18.1 The Supplier may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice the Supplier shall repay to the Client any sums paid in respect of the Price. The Supplier shall not be liable for any loss or damage whatever arising from such cancellation.

18.2 If the Client cancels delivery of Goods the Client shall be liable for any loss incurred by the Supplier (including, but not limited to, any loss of profits) up to the time of cancellation.

18.3 Where the Client has paid a deposit in accordance with clause 3.2 and subsequently cancels the order:

- (a) if the cancellation occurs before the Supplier has commenced production, ordering of materials, or fabrication in respect of that order, the deposit shall be refunded to the Client in full; or
- (b) if the cancellation occurs after the Supplier has commenced production, ordering of materials, or fabrication in respect of that order, the deposit is non-refundable and shall be retained by the Supplier, without limiting the Supplier's rights under clause 18.2.

18.4 For the purposes of clause 18.3, the Supplier will be taken to have commenced production, ordering of materials, or fabrication where the Supplier has, in respect of that order, placed an order for materials or components with a manufacturer or supplier, or commenced cutting, machining, toughening, laminating, glazing, or otherwise processing materials or Goods. This clause applies equally to custom fabricated Goods, imported glass, and stock or off-the-shelf Goods ordered through any division of the Supplier.

19. Privacy Act 1988

19.1 The Client and/or the Guarantor/s agree for the Supplier to obtain from a credit reporting agency a credit report containing personal credit information about the Client and Guarantor/s concerning credit provided by the Supplier.

19.2 The Client and/or the Guarantor/s agree that the Supplier may exchange information about the Client and the Guarantor/s with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:

- (a) to assess an application by the Client; and/or
- (b) to notify other credit providers of a default by the Client; and/or
- (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
- (d) to assess the creditworthiness of the Client and/or Guarantor/s.

19.3 The Client consents to the Supplier being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

19.4 The Client agrees that personal credit information provided may be used and retained by the Supplier for the following purposes and other purposes as shall be agreed between the Client and Supplier or required by law from time to time:

- (a) provision of Goods; and/or
- (b) marketing of Goods by the Supplier, its agents, or distributors concerning the Goods; and/or
- (c) analysing, verifying, and/or checking the Client's credit, payment, and/or status concerning the provision of Goods; and/or
- (d) processing of any payment instructions, direct debit facilities, and/or credit facilities requested by Client; and/or
- (e) enabling the daily operation of the Client's account and/or the collection of amounts outstanding in the Client's account concerning the Goods.

19.5 The Supplier may give information about the Client to a credit reporting agency for the following purposes:

- (a) to obtain a consumer credit report about the Client; and/or
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.

20. Building and Construction Industry Security of Payments Act 1999

20.1 At the Supplier's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Building and Construction Industry Security of Payments Act 1999 may apply.

20.2 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Security of Payments Act 1999 of New South Wales, except to the extent permitted by the Act where applicable.

21. General

21.1 If any provision of these terms and conditions shall be invalid, void, illegal, or unenforceable the validity, existence, legality, and enforceability of the remaining provisions shall not be affected, prejudiced, or impaired.

21.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New South Wales and are subject to the jurisdiction of the courts of New South Wales.

21.3 The Supplier shall be under no liability whatsoever to the Client for any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Supplier of these terms and conditions.

21.4 In the event of any breach of this contract by the Supplier the remedies of the Client shall be limited to damages which under no circumstances shall exceed the Price of the Goods.

21.5 The Client shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Client by the Supplier.

21.6 The Supplier may license or sub-contract all or any part of its rights and obligations without the Client's consent.

21.7 The Client agrees that the Supplier may review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Supplier notifies the Client of such change.

21.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm, or other event beyond the reasonable control of either party.

21.9 The failure by the Supplier to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Supplier's right to subsequently enforce that provision.

21.10 Notices: Any notice required or permitted to be given under these terms and conditions shall be in writing and shall be deemed to have been duly given if delivered personally, sent by prepaid post, or sent by email to the last known address, postal address, or email address of the party to be served, and shall be deemed received, in the case of post, three (3) business days after posting, and in the case of email, at the time of transmission unless the sender receives notice that the email was not delivered.

21.11 Entire Agreement: These terms and conditions, together with any quotation, work authorisation, or invoice issued by the Supplier, constitute the entire agreement between the Supplier and the Client in relation to the supply of Goods and/or Services and supersede all prior negotiations, representations, and agreements, whether written or oral, relating to their subject matter.

21.12 Confidentiality: Each party agrees to keep confidential all information of a confidential nature disclosed to it by the other party in connection with these terms and conditions, and not to disclose such information to any third party without the prior written consent of the disclosing party, except where disclosure is required by law or is reasonably necessary for the performance of this agreement.

21.13 Dispute Resolution: In the event of a dispute arising out of or in connection with these terms and conditions, the parties agree to use reasonable endeavours to resolve the dispute by good faith negotiation before resorting to mediation or legal proceedings. Nothing in this clause prevents either party from seeking urgent injunctive or equitable relief at any time.

21.14 Assignment: The Client must not assign, transfer, or otherwise deal with its rights or obligations under these terms and conditions without the prior written consent of the Supplier. The Supplier may assign or transfer its rights and obligations under these terms and conditions at any time without the Client's consent.

21.15 Insurance: The Supplier maintains public liability insurance in respect of its installation and fabrication work. Evidence of currency of the Supplier's public liability insurance will be provided to the Client on written request.

21.16 Notifiable Data Breaches: The Supplier will comply with its obligations under the Notifiable Data Breaches scheme in Part IIIC of the Privacy Act 1988 (Cth) in respect of any eligible data breach involving personal information held by the Supplier about the Client and/or Guarantor.

22. Datco Windows & Doors Online – Additional Terms

22.1 This clause 22 applies in addition to the other provisions of these terms and conditions where the Client places an order for stock or off-the-shelf Goods through the Supplier's Datco Windows & Doors Online website.

22.2 Except as required by the Australian Consumer Law, the Supplier does not accept returns or offer refunds for change of mind. Where the Supplier agrees, at its sole discretion, to accept a return for change of mind, the Goods must be unused and in their original packaging, returned within fourteen (14) days of delivery, and a restocking fee of up to twenty percent (20%) of the Price will apply.

22.3 Delivery timeframes provided at the time of order are estimates only. Freight and delivery costs are calculated at checkout and are the responsibility of the Client unless otherwise stated. Risk in the Goods passes to the Client on delivery in accordance with clause 10.

22.4 The Client must inspect Goods upon delivery and notify the Supplier of any damage in transit within twenty-four (24) hours of delivery, in accordance with clause 13.1, and provide photographic evidence of any damage to the Supplier upon request.

22.5 Orders for stock Goods placed through Datco Windows & Doors Online may be cancelled prior to dispatch in accordance with clauses 18.3 and 18.4. Once Goods have been dispatched, the order cannot be cancelled, and the Client must instead rely on the Defects and Warranty provisions of these terms and conditions.

23. Installation

23.1 While all care is taken, the Supplier is not responsible for damage to existing surfaces (including paint, plaster, or tiles) arising during the installation process.

23.2 Installation is into an opening prepared by the Client or the Client's builder to the Supplier's requirements. The Supplier is not responsible for the suitability of an opening not prepared to those requirements.

23.3 No allowance is made for the removal or disposal of existing frames from site unless expressly specified on the quote.

24. Quote Accuracy and Order Amendments

24.1 The Client must check the quote thoroughly prior to placing an order. Any alteration or amendment requested after an order has been generated will incur an administration fee of a minimum of \$150.00 plus GST.

24.2 Frame finish will be as specified on the quote. Where a standard finish is shown, an allowance for that standard finish has been included in the Price; any colour outside of the Supplier's standard range, or an anodised finish, will result in a price revision.

24.3 Wind load will be as specified on the quote and/or individual items. If a higher wind load applies to the Client's project, the Client must notify the Supplier before the order is placed.

24.4 All sizes shown on a quote are aluminium frame sizes only and make no allowance for reveals, fins, or sub-frames.

24.5 Aluminium frame sizes and timber reveal sizes must be confirmed by the Client's installer prior to acceptance of the quote.

24.6 All sizes shown on a quote are height x width. All items shown on a quote are as viewed from outside looking in. Where 'X' and 'O' are noted, X = Sliding and O = Fixed.

24.7 Black hardware is supplied as standard unless otherwise noted on the quote.

25. Glass and Glazing – Additional Requirements

25.1 Glass and any motifs or decals will be supplied to suit AS/NZS 1288-2006 requirements, or as translucent laminated glass where specified.

25.2 Price allows for acid-etched toughened glass where obscure glass is specified. The Client must confirm this requirement prior to ordering.

26. Hardware, Locks, Screens and Louvres

26.1 Key locks will be supplied as noted on individual items.

26.2 Large sliding doors will be supplied without door panels fitted, for transportation purposes.



- 26.3 Horizontal mid rails are recommended on all flyscreens, barrier screens, and Stainless Security screens. The Client must notify the Supplier prior to order if mid rails are not required (noting mid rails are not available for all screens).
- 26.4 Louvre windows that are not standard height will have a shorter fixed top blade that will not open. Louvre blades are supplied loose for installation on site by the Client, and must be stored in a cool, dry environment and installed in a timely manner to prevent moisture or glass staining. Datco Group Pty Ltd is not responsible for defects arising from prolonged or incorrect storage by the Client.
- 26.5 The Client must advise the Supplier at the time of ordering louvre windows whether black (standard) or colour-matched (non-standard) clips and handles are required.
- 26.6 Windows opening into pool areas, or otherwise subject to fall prevention regulations, have restricted openings unless barrier screens or Stainless Security screens are fitted. The Client must notify Datco Group Pty Ltd of any such openings prior to order. Datco Group Pty Ltd is not responsible for any loss or damage arising from a failure to bring such requirements to Datco Group Pty Ltd's attention.
27. **Exclusions**
- 27.1 Unless expressly included on the quote, the following are excluded from the Supplier's scope and are to be supplied and/or installed by others:
- (a) site measuring, with sizes to be confirmed by others for all supply-only items;
 - (b) waterproofing and head flashings;
 - (c) scaffold, work platforms, access equipment, crantage, and lifting equipment;
 - (d) cover plates, trims, and pressings;
 - (e) glass and frame protection; and
 - (f) project keying (factory random keys will be supplied).
28. **Client Verification of Order**
- 28.1 The information provided in a quote is to be read together with any attached quotation schedules. The Client must ensure the quantities, sizes, design, and specifications detailed are correct for the Client's requirements before confirming an order.
- 28.2 It is the Client's responsibility to review all quote and order details to ensure the Supplier has correctly interpreted the Client's requirements, plans, and specifications.

ACCEPTANCE

By signing below, or by any other means of acceptance referred to in clause 3.5, the Client acknowledges that they have read and understood these terms and conditions and agree to be bound by them.

Client Name: _____
Signature: _____
Date: _____

Guarantor Name (if applicable): _____
Signature: _____
Date: _____