

Terms and Conditions of Trade

Arctic Installations Pty Ltd Trading as Arctic Insulated Panels

These Terms and Conditions of Trade (Terms) apply to the supply of goods and services by Arctic Installations Pty Ltd trading as Arctic Insulated Panels (Arctic, we, us or our) to the person or entity acquiring those goods or services (Client, you or your).

These Terms form part of every quotation, purchase order accepted by Arctic, work authorisation, variation, invoice, and other agreement relating to the supply of goods or services by Arctic to the Client.

1. Definitions and Interpretation

1.1 In these Terms, unless the context otherwise requires:

Agreement means the agreement between Arctic and the Client comprising these Terms, the applicable Quote, any accepted Purchase Order and any Variation or other document expressly agreed by Arctic in writing to form part of the Agreement.

Client means the person, company, partnership, trust, government body or other entity acquiring Goods or Services from Arctic.

Goods means all goods, materials, equipment, insulated panels, doors, flashings, components, consumables, and other products supplied, manufactured, procured, or delivered by Arctic.

Price means the amount payable by the Client for the Goods and Services.

Quote means any quotation, proposal, estimate or other pricing document issued by Arctic.

Services means all services performed or arranged by Arctic, including manufacturing, supply, delivery, installation, construction, design assistance, project management and related services.

Site means any premises or location at which Goods are delivered, or Services are performed.

Variation means any change to the Goods, Services, scope, quantity, specification, design, programme, delivery requirements, Site conditions or other requirements forming part of the Agreement.

Headings are for convenience only and do not affect interpretation.

A reference to legislation includes any amendment, replacement or subordinate legislation made under it.

2. Acceptance

2.1 The Client agrees to be bound by these Terms upon the earliest occurrence of:

- signing or otherwise accepting a Quote.
- issuing a Purchase Order or work authorisation.
- paying a deposit or any other amount to Arctic.
- instructing Arctic to proceed.
- permitting Arctic to commence manufacture, procurement, delivery, or Services; or
- accepting delivery of any Goods or performance of any Services.

2.2 These Terms apply notwithstanding any terms or conditions contained in a Purchase Order, procurement document, subcontract, correspondence, or other document issued by the Client.

2.3 Any terms proposed by the Client which are inconsistent with or additional to these Terms may be rejected and do not form part of the Agreement unless expressly accepted by Arctic in writing.

3. Quotations and Pricing

3.1 Unless otherwise stated, a Quote is valid for thirty (30) days from its date of issue.

3.2 Arctic may withdraw or amend a Quote at any time before acceptance.

3.3 Unless expressly stated otherwise, all prices:

- are in Australian Dollars (AUD).
- are exclusive of GST.
- are based on the quantities, specifications, and information available to Arctic at the date of the Quote;
and
- exclude work, materials and services not expressly identified as included in the Quote.

3.4 Variations, including unforeseen site conditions, changes to scope, or delays outside our control, may incur additional charges.

4. Scope of Work

4.1 The Goods and Services to be provided by Arctic are limited to the scope expressly identified in the applicable Quote and approved Variations.

4.2 Any item, work, material, service, or obligation not expressly identified as included is excluded unless otherwise agreed in writing.

4.3 Arctic may refuse to perform work outside the agreed scope.

4.4 Where Arctic agrees to perform additional work, the Client must pay all additional labour, materials, equipment, freight, and other costs associated with that work.

4.5 Arctic may rely upon all drawings, measurements, specifications, instructions, Site information and other information supplied by or on behalf of the Client.

4.6 The Client is responsible for the accuracy and completeness of information supplied to Arctic.

4.7 Arctic is not responsible, to the extent permitted by law, for additional costs, delays, defects, or other consequences arising from inaccurate, incomplete, or misleading information supplied by or on behalf of the Client.

5. Payment Terms

5.1 A deposit (as specified in the quote) may be required before commencement of work.

5.2 The balance is payable upon completion or as per the agreed payment schedule.

5.3 Unless otherwise agreed in writing, invoices are payable COD or EOM + 30 days, as specified by Arctic.

5.4 If payment is not received by the due date and alternative payment arrangements have not been agreed to in writing, Arctic reserve the right to refer the outstanding amount to debt recovery or suspend supply or works. Any debt recovery, legal or associated costs incurred in recovering the outstanding amount may be passed on to the Customer, to the extent permitted by law.

6. Delivery, Installation, and Risk

6.1 Delivery and installation dates are estimates only. We will not be liable for delays caused by suppliers, weather, or other events beyond our control.

6.2 Risk in goods passes to the Client upon delivery to site or Client possession, whichever is earlier.

7. Title and Ownership

7.1 Legal and beneficial title to Goods supplied by Arctic remains with Arctic until Arctic has received payment in full of all amounts owing in respect of those Goods and, to the extent permitted by law, all other amounts then due and payable by the Client to Arctic.

7.2 Until title passes, the Client must:

- hold the Goods as bailee for Arctic.
- keep the Goods identifiable as goods supplied by Arctic were reasonably practicable.
- not intentionally create any security interest over the Goods inconsistent with Arctic's interest; and
- take reasonable care of the Goods.

7.3 If the Client defaults in payment and Arctic is lawfully entitled to recover possession of unpaid Goods, the Client must provide Arctic with reasonable access to premises for the purpose of identifying and recovering those Goods.

8. Client Obligations

8.1 The Client must ensure the site is accessible, safe, and compliant with all relevant laws and regulations.

8.2 The Client must obtain all necessary permits, approvals, and provide accurate site information.

9. Warranties and Defects

9.1 We warrant our workmanship for a period of 12 months and panels from 7 years of manufacturing, subject to proper use and maintenance.

9.2 Manufacturer warranties apply to supplied materials and products.

9.3 Claims must be made in writing within 14 days of discovery. We reserve the right to inspect and rectify any issues.

9.4 This warranty does not cover:

- Normal wear and tear.
- Misuse, neglect, or improper installation by others; or
- Minor cosmetic imperfections.

10. Limitation of Liability

10.1 To the extent permitted by law, our liability is limited to:

- The replacement or repair of defective goods, or
- The re-supply of services

10.2 We are not liable for indirect, special, or consequential losses including loss of profits, delay, or business interruption.

11. Cancellations and Variations

11.1 All cancellations must be submitted in writing and will not be considered effective until acknowledged in writing by Arctic Installations Pty Ltd.

11.2 The Client acknowledges that cancellations may result in costs being incurred, including but not limited to:

- The cost of materials ordered or specially procured
- Labour and production costs incurred up to the date of cancellation
- Administrative or supplier cancellation fees
- Any non-recoverable losses or commitments made in anticipation of project completion

11.3 Arctic Installations Pty Ltd reserves the right to issue a cancellation invoice reflecting the costs incurred to date, and payment is due in accordance with the standard payment terms.

11.4 Any request for variations to the original scope of work must be submitted in writing by the Client.

11.5 A variation includes, but is not limited to, changes to materials, specifications, quantities, design, delivery dates, or worksite access.

11.6 All variation requests are subject to approval and may result in:

- Additional charges or price adjustments
- Amendments to the project schedule or delivery timeframes

11.7 Arctic Installations Pty Ltd will not proceed with any variation until the Client has accepted the revised pricing and timeline in writing.

11.8 Verbal instructions or informal communications will not constitute a valid variation unless confirmed and agreed to in writing.

12. Force Majeure

12.1 Arctic Installations Pty Ltd shall not be held liable for any delay, suspension, or failure to perform its obligations under this agreement if such delay or failure is caused, whether directly or indirectly, by a Force Majeure Event.

12.2 A Force Majeure Event includes, but is not limited to:

- Natural disasters (e.g. cyclone, flood, bushfire, earthquake)
- War, terrorism, civil unrest, or sabotage
- Epidemics or pandemics (including COVID-19 or similar health emergencies)
- Government-imposed restrictions or regulatory changes
- Labour disputes, strikes, lockouts, or industrial action
- Delays in transport or supply chain disruptions
- Unavailability or shortage of labour, materials, fuel, or equipment
- Power outages or communication failures
- Any other circumstance beyond the reasonable control of Arctic Installations Pty Ltd

12.3 In the event of a Force Majeure:

- Arctic Installations will notify the Client as soon as practicable, detailing the nature of the event and expected duration of delay.
- The time for performance of the affected obligations will be extended by a period equal to the duration of the Force Majeure Event.
- If the delay continues for more than thirty (30) days, either party may terminate the agreement by written notice without liability for damages or loss (except for payment due for work already performed or goods already delivered).

12.4 The Client agrees that Arctic Installations Pty Ltd shall not be responsible for any loss, damage, or costs incurred because of such delay or failure to perform, including consequential or indirect loss.

13. Termination

13.1 Arctic may terminate the Agreement by written notice if the Client:

- fails to pay an amount when due and does not remedy that failure within any reasonable notice period specified by Arctic.
- commits a material breach of the Agreement and, where the breach is capable of remedy, fails to remedy it within a reasonable period after written notice.
- repudiates or abandons the Agreement; or
- becomes subject to an insolvency event, to the extent Arctic is lawfully entitled to terminate on that basis.

13.2 On termination, all amounts properly owing to Arctic become immediately due and payable, subject to applicable law.

13.3 The Client must also pay for:

- Goods manufactured or procured for the Client.
- Services performed up to termination.
- unavoidable supplier commitments.
- reasonable demobilisation, storage, and cancellation costs; and
- other amounts properly payable under the Agreement.

13.4 Termination does not affect rights or liabilities accrued before termination.

14. Dispute Resolution

14.1 Parties must use their best efforts to resolve disputes through good faith negotiation.

14.2 If unresolved, disputes will be referred to mediation before court proceedings can be initiated.

14.3 This does not prevent us from seeking urgent injunctive relief or debt recovery through the courts.

15. Legal Compliance

15.1 These Terms are governed by the laws of the applicable state.

15.2 If any provision is invalid or unenforceable, it will be severed, and the remainder will remain in force.

16. Privacy and Confidentiality

16.1 We collect and store personal information in accordance with the Privacy Act 1988 (Cth).

16.2 Each party must keep confidential information received from the other party confidential and must not disclose it except:

- with the other party's consent.
- to employees, professional advisers, insurers, or contractors who reasonably require the information and are subject to confidentiality obligations.
- where required by law or a regulatory authority; or
- where the information is already lawfully in the public domain.

17. Intellectual Property

17.1 All intellectual property created or provided by us remains our property and must not be reproduced without consent.

18. Indemnity

18.1 The Client agrees to indemnify, defend and hold harmless Arctic Installations Pty Ltd

(trading as Arctic Insulated Panels), its directors, employees, agents, and subcontractors (collectively, “the Indemnified Parties”) from and against all claims, demands, losses, liabilities, damages, expenses, fines, penalties, or costs (including reasonable legal fees on a solicitor and own client basis) arising out of or in connection with:

- Any breach of these Terms and Conditions by the Client, including but not limited to nonpayment, cancellation, or unauthorised variation of the scope of work.
- Any negligent or unlawful act or omission by the Client, its employees, agents, or subcontractors.
- Any failure by the Client to provide accurate or complete information relevant to the supply, installation, or delivery of goods or services.
- Any damage to property or injury (including death) to any person resulting from the Client’s actions or omissions.
- Any use, misuse, or unauthorised modification of the supplied goods after delivery or installation.
- Any claim made against the Indemnified Parties by a third party arising out of or in connection with the Client’s use of the goods or services.

18.2 This indemnity is a continuing obligation and survives termination or completion of any agreement between the parties. It is not necessary for Arctic Installations Pty Ltd to incur any expense or make any payment before enforcing a right of indemnity under this clause.

19. Entire Agreement

19.1 These Terms, together with any written quote or agreement, constitute the entire agreement between the parties.

20. Notices

20.1 A notice under the Agreement must be in writing.

20.2 A notice may be delivered personally, sent by post, or sent by email to the address most recently notified by the receiving party for business communications.

20.3 An email is taken to have been received when it becomes capable of being retrieved by the recipient at its nominated email address, unless the sender receives an automated notification that delivery failed.

21. Acknowledgement and Acceptance

The Client acknowledges and agrees that these Terms form part of the Agreement and will be deemed accepted upon the Client, after receiving or being provided access to these Terms:

- accepting or approving an Arctic Quote.
- issuing a Purchase Order, work authorisation or other instruction to proceed.
- paying a deposit or any other amount.
- requesting or authorising Arctic to commence procurement, manufacture, supply, delivery, or Services.
- accepting delivery of any Goods.
- permitting Arctic to commence or continue Services; or
- otherwise acting in a manner that objectively indicates acceptance of the Quote, Goods, Services, or these Terms.

The Client's acceptance of these Terms does not require execution of a separate copy of these Terms.