

TERMS AND CONDITIONS OF QUOTATION AND SALE

1) AGREEMENT

- a) These terms and conditions ('T/Cs') are the only on which Nuline Windows ('Nuline'/'We'/'Us') will agree to quote ('quote'/'quotation') and supply goods ('goods'/'products') and/or services ('services'/'works') to the client/purchaser ('client').
- b) No modifications or alterations to these T/Cs shall be valid unless agreed upon in writing by an authorized representative of both Nuline and the client.
- c) By accepting a Nuline quotation, the client is also accepting these T/Cs.
- d) These T/Cs are subject to the provisions of the Competition & Consumer Act 2010.

2) EXTENT OF GOODS & WORKS/SERVICES

- a) Nuline will accept no responsibility for errors (such as quantities or sizes) which have not been brought to their attention by the client to be amended prior to fabrication of goods.
- b) Without limiting the generality, any alteration in quantity, sizes, specification, complexity of work or delivery may require adjustment of quotation at the discretion of Nuline.

3) TERMS OF PAYMENT

- a) Unless otherwise agreed upon with Nuline in writing, payment is due as per detailed on the quote document. A deposit/down payment of the contract sum must be made in order to lock in orders and secure delivery/install dates. The remaining balance (including any agreed upon costs associated with variations) must be received within five (5) working days prior to delivery and no later than two (2) working days.
- b) Delivery/glazing will only occur once final payment has been cleared, Nuline may choose to suspend supply/delivery/glazing of goods until payment defaults have been rectified.
- c) The client acknowledges that the quote costs/updates are subject to change at Nuline's discretion (such as and not limited to optional add-ons, requirement of timber reveals/continuous fixing adaptors etc).
- d) Payments are not subject to retention, set-off or back-charges unless otherwise negotiated and agreed upon in writing.
- e) Please note if invoices become overdue a rate of 2% above the Penalty Interest Rate as specified in the Penalties Interest Rate Act 1983 will be applicable and if referred to a debt collection agency the client will be liable for all associated collection costs.
- f) For payments by Visa and/or MasterCard, a merchant fee, being 1.9% of the sum of the payment, applies.

4) TAXES & GOVERNMENT CHARGES

- a) The prices quoted do not include any statutory or Government charges. Should any such charges or taxes become applicable, they will be charged to and paid for by the client in addition to the quoted price/s.

5) LIMITATION OF LIABILITY AND INDEMNITY

- a) If the client is not a consumer, Nuline shall not be liable in any circumstances for:
 - i) Any defects in the goods and service unless the client notifies Nuline within two (2) business days of the date of completion, prior to fixing or the supply of the services specifying the defect, given notice shall be a condition precedent to any right to recover by the Client. Claims for credit or replacement after customer secondary processing will not be accepted.
 - ii) Any Loss arising from delay;
 - iii) Any Consequential Loss;
 - iv) Any Loss arising from materials supplied by Nuline being installed by others.
- b) Subject to the above clauses (i - iv), the Company's total aggregate liability in all circumstances is limited (to the extent permitted by law) to the amount paid by the client for the goods and services. To the maximum extent permitted by law, the client hereby indemnifies and forever holds harmless Nuline from all losses caused or contributed to by any negligent and/or willful act or omission or any breach of these Conditions by the client, or by Nuline arising from supplying or performing the goods & services in accordance with these Conditions.
- c) Nuline (and its employees) will not be liable nor take responsibility for :
 - i) Any damages to glass, frames or otherwise by any other party (including but not limited to scratched glass/frames due to negligence);
 - ii) Any glass/frames which are installed/weatherproofed incorrectly by others;
 - iii) Any damages to plaster works/weatherboards (etc) which have taken place during works (such as removal of old frames/architraves) undertaken by Nuline unless agreed upon by both parties.

6) GLASS, GLAZING & FRAMING

- a) All glass quoted and supplied by Nuline will conform with the relevant quality, thickness and dimensional requirements of AS2208:1996 and meet the relevant requirements of AS/ NZS 4666.
- b) Within relevant glass manufacturer's warranty periods/terms/conditions, and outside of the limits laid out in AS/NZS 4667:2000, any manufacturing faults or blemishes to the goods shall be reported to Nuline in writing within two (2) days by the client prior to application of any protective coatings.

- c) The client shall be responsible for examination of the goods and/or the services following arrival/installation and shall be deemed to have accepted the goods and/or the services to be of the quality and quantity ordered, unless Nuline is notified of any claim in writing within two (2) days after delivery/installation.
- d) For all glass and glazing allowed for in this quotation, Nuline's responsibility for each pane ceases upon glazing in position.
- e) As glazing is progressively completed, glass will be left clear of excess glazing compounds and no allowance for subsequent cleaning has been made.

7) QUOTE AND ORDER VALIDITY

- a) Quotations are valid for thirty (30) days and after this period will be subject to further confirmation.
- b) Nuline reserves the right to adjust the quoted rates or withdraw the quote (at its election).
- c) No overtime/additional works have been allowed for unless specifically stated, quoted and agreed upon in writing.
- d) Unless otherwise agreed in writing, quotations given and orders accepted are based on Nuline's rates and costs as at the date of quotation of materials, transport, labour and other costs.
- e) The customer must provide full and transparent information on their project as required (including but not limited to building plans, energy reports, physical location, building surroundings, BAL ratings etc) necessary to accurately calculate the quote and required goods and services. The client acknowledges that they must provide all relevant information as listed (but not limited to) for Nuline to rely upon for accuracy and completeness of quotation.
- f) Quotations given and issued to clients are limited to the quantities, sizes and descriptions shown; acceptance of the quote will be seen as acknowledgment and acceptance of all quantities and details.
- g) No order may be suspended, cancelled or amended without Nuline's agreement in writing and the client shall accept liability for all costs incurred by Nuline, including but not restricted to purchases, stocks, work in progress, labour costs or unrecovered overheads consequent upon the suspension, cancellation or amendment of any order agreed to by Nuline.

8) FABRICATION & DELIVERY OF GOODS

- a) The supply/installation date quoted is subject to availability of full information including all critical dimensions/information from the client to enable fabrication to proceed (including but not limited to colour and finish selection).
- b) Dates are given in good faith as far as we are able to estimate under present known conditions and are contingent upon unforeseen circumstances beyond our control.
- c) We do not accept liability for any penalties or damages (either direct or indirect) for failure to deliver in the estimated time unless specifically accepted by us in this quotation and outlined in writing.

9) VARIATIONS

- a) Only the work specified in the quotation and associated written communication is covered by this quotation; any additional work or variations/alterations outside of this quote and requested by the client will incur additional costs as required, unless otherwise mutually agreed upon and outlined in writing.
- b) Any variation on this quote requires a new, amended quote/invoice to be drawn up by Nuline and approved by the client.
- c) The client will accept that any amendments/variations may alter the timing of delivery and undertaking of services.

10) GUARANTEE

- a) On all works and fabrication, we undertake to rectify faulty workmanship for a period of twelve (12) months from the date of frame installation, unless otherwise agreed upon. Any faults shall be reported to Nuline in writing within twelve (12) months of completion.
- b) Materials and/or processes which are not manufactured or undertaken by Nuline or are specified for use by the client, are covered by warranty to the extent of such warranty obtainable from the suppliers of such materials and/or processes (eg auto door operators, glass, lock mechanisms etc).

11) RISK & LEGAL TITLE OF GOODS

- a) Upon delivery of all goods and services to the project site, all risk in relation to said goods and services shall pass to the client.
- b) Nuline retains legal and equitable title in any goods supplied to the Client until payment in full for or in connection with the supply of the relevant goods has been received by Nuline.

12) GENERAL CONDITIONS

- a) The contractor on site or client (as applicable) is responsible for:
 - i) The provision of electric light, power, water and other necessary facilities at the work site;
 - ii) Any damages caused to Nuline's materials (including but not limited to trade vehicles and tools) by anyone other than employees of Nuline;
 - iii) Accessibility to the site and provision of required clear space around the work area;
 - iv) Providing a safe working environment for employees of Nuline;
 - v) Notifying Nuline before delivery of any obstacles or peculiarities in relation to the site (including but not limited to low hanging power lines, large trees obstructing access etc);
 - vi) Any required traffic control measures.

- b) The driver making any delivery by Nuline may refuse to complete or may halt the delivery if not satisfied with the client's compliance with clauses 12iii, 12v and 12vi above, however, making a delivery shall not constitute an assessment of the safety of the site.
- c) If the performance of any part of the order/quotation is prevented by force majeure, Nuline shall be excused for any non-performance, provided we use our best endeavor to remove such cause(s) of non-performance, and shall continue performance without delay when the cause(s) are removed.
- d) Scaffolding, crane lifting, glass protection sheets or boarding has not been included unless specifically noted in writing.
- e) No allowance has been made for electrical, plumbing or any work that may become necessary due to demolition or to meet the requirements of local authorities.
- f) Provision of site allowance is not included.
- g) The client acknowledges that Nuline is not responsible for any services including but not limited to building engineering, quantity surveying and systems design. The client acknowledges that it is their responsibility to obtain its own advice and that it has not relied on any recognition from Nuline about these matters.
- h) A right outlined in these T/Cs may only be waived in writing, signed by the party giving the waiver.
- i) These T/Cs are governed by the laws of the State or Territory in which the Goods & Work is supplied / performed. The parties submit to the non-exclusive jurisdiction of the courts of that State or Territory and any courts which may hear appeals from those courts
- j) These T/Cs are not to be interpreted against the interests of a party merely because that party proposed this document or some provision in it or because that party relies on a provision of these Conditions to protect itself.
- k) Nuline reserves the right to make any changes and corrections to these T/Cs at any time. If any provision of these is held void, unenforceable or illegal, that provision will be severed, and the remaining provisions will have full force and effect.