

1. ACCEPTANCE

- 1.1 These Terms and Conditions (**Terms**) are between Bax Doors Pty Ltd (ABN: 000 466 204), its successors and assignees (referred to as “**we**”, “**us**” or “**our**”) and the Client described in the Quote (referred to as “**customer**” “**you**” or “**your**”), and collectively the Parties.
- 1.2 You have requested the Services and Goods set out in your Quote (**Services**). You accept the Quote and these Terms by:
 - a) confirming by email that you accept the Quote; or
 - b) instructing us to proceed with the Services; or
 - c) paying the deposit as set out in the Quote.
- 1.3 The Company reserves the right to alter or amend your quote if not accepted within thirty (30) days from the date of quote, amendments are requested to the services or for any other reason considered to be reasonable.
- 1.4 Our agreement with the Customer is comprised by the following documents which contain the entire understanding between the parties: a) These Terms & Conditions b) Quote
- 1.5 **You agree that these Terms form the agreement under which we will supply Services and Goods to you. Please read these Terms carefully.** Please contact us if you have any questions. Purchasing Services and Products from us indicates that you have had sufficient opportunity to read these Terms and contact us if needed, that you have read, accepted and will comply with these Terms, and that you are 18 years or older, or have the consent of a legal guardian who is 18 years or older. You must not order services from us if you are under 18 years of age or do not have the consent of a legal guardian who is 18 years or older. If you do not agree to these Terms, you should not purchase from us.

2. SERVICES & SUPPLY OF GOODS

- 2.1 We agree to perform the services with due care and skill and supply the goods to the customer at the time as detailed in your Quote.
- 2.2 We may provide the Services or installation of Goods to you using our employees, contractors, and they are included in these Terms.
- 2.3 Third parties who are not our employees or our direct contractors (**Third Parties**) will be your responsibility. We are not responsible for the services provided by Third Parties.
- 2.4 If you request amended or additional services, including but not limited to changes in services or goods (**Additional Services**), we have discretion as to whether we perform this work and whether an adjustment to the Fee may be required in respect of the same. If we are unable to accommodate the Additional Services or Goods, we may request that we be paid for Services performed or Goods supplied to date and terminate these Terms.

3. PRICE, INVOICING AND PAYMENT

- 3.1 The total amount payable and method of payment by you to us is detailed in your Quote.
- 3.2 You agree to pay us a deposit of 50 per cent (%) upon your acceptance of the Quote. At such point in time the goods will be ordered and you will be informed of an installation date of work will be confirmed once the goods arrive and are in our possession.
- 3.3 The final amount payable must be finalised no later than the day of completion of the work.
- 3.4 All amounts payable and due are accepted by direct deposit or by credit card that will incur a surcharge of 1.5% and will be accepted when we receive an emailed remittance or at the point in time when funds have cleared.
Name: Bax Doors Pty Ltd
BSB: 082 356
ACC Number: 836894315
- 3.5 We reserve the right to charge late fees and interest on any overdue payment. Should we be required to engage debt recovery you shall be liable for any costs associated including legal fees.
- 3.6 The customer is liable for any additional charges incurred if the information supplied is not complete and correct.
- 3.7 All payments must be made and received in Australian Dollars (AUD).

4. DELIVERY AND INSTALLATION

- 4.1 We may conduct a site inspection of the property or Premises on or before the day work is to be completed to confirm site access, OHS standards, electricity connection and for any other reason necessary to perform the work.
- 4.2 Should our inspection uncover complexities with the premises, we reserve our right to add increased installation costs as a result.
- 4.3 By accepting the Quote and these Terms, you grant permission for us to enter the Premises at any reasonable time as pre-arranged for the Goods to be installed.
- 4.4 You authorise us (including our contractors) to deliver and install any Goods as purchased in your Quote.
- 4.5 You warrant that you are the Owner or have appropriate authorised consent from the Owner of the Property Address as listed in your Quote.
- 4.6 You agree to be present at the mutually agreed time. Travel costs may be charged should you not be present, or we be unable to access the property for any reason. You will also be charged an additional \$50.00 AUD ex GST to reschedule.

Terms & Conditions of Engagement

4.7 Your date of work may be subject to change in certain circumstances and at the discretion of Bax Doors. These circumstances without limitation are stock being unavailable, lack of manpower or availability, inclement weather or any other reason deemed reasonable.

4.8 Any presence or concern of asbestos will constitute cancellation and rescheduled when it is safe to return and carry out the services or installation.

5. WARRANTIES AND WORKMANSHIP

5.1 All work will comply with the Building Code of Australia, to the extent required under all relevant codes, standards and specifications under any law.

5.2 To the extent permitted by law, we exclude all express and implied warranties in connection with any Goods or installation, and all material and work is provided to you without warranties of any kind, either express or implied. We expressly disclaim all warranties including but not limited to implied warranties of merchantability and fitness for a particular purpose.

5.3 All work will be carried out in a proper and workmanlike manner.

5.4 All work will be free from defects and if defects are found, you are to notify us in writing within 5 days from the date of installation or completion.

5.5 We will endeavour to complete the work in the timeframe stipulated where possible. No responsibility or liability will be accepted by us for delays out of our control.

5.6 A workmanship warranty is valid for 2 years from the date of completion or installation.

6. INDEMNITY

6.1 You are liable for and agree to indemnify us and any of our related parties, agents, employees and subcontractors for and against any damages, and all claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs, resulting directly or indirectly from:

- a) any damages or breakages
- b) any information that is not accurate, up to date or complete or is misleading or a misrepresentation;
- c) any breach of these Terms; and
- d) any negligence or wilful misconduct

6.2 The obligations under this clause will survive termination of these Terms.

7. TERMINATION

7.1 Once the Quote has been accepted, you acknowledge you are unable to cancel, terminate or revoke the services as agreed to in your quote, unless mutually agreed by both parties in writing.

7.2 The company may terminate this relationship immediately, at our sole discretion.

8. GENERAL

8.1 **Force Majeure:** We will not be liable for any delay or failure to perform our obligations under these Terms if such delay is due to any circumstance beyond our reasonable control.

8.2 **Publicity:** By accepting your Quote, you give us consent to take and use photographs and video for advertising or social media purposes.

8.3 **Site Signage:** You authorise us to erect temporary site signage that identifies the project as being designed or documented by us. The positioning of the signage shall be determined by us and will remain for the duration of the project or works.

8.4 **Site Clean Up:** Included in your quote is our guarantee to complete a clean of the site upon completion of the installation to return it to the condition in which we found it. Where possible, all off-cuts, packaging, debris relevant to the works carried out will be removed.

8.5 **On Site:** parking, on site skips or placement of rubbish as well as electricity and water is to be provided by you. A clear working area of no less than 3 metres must be provided in and around the garage, in the circumstances this is not provided you will be charged an additional \$250.00 AUD and the job will be rescheduled.

8.6 **Severance:** If any provision (or part of it) under these Terms is held to be unenforceable or invalid in any jurisdiction, then it will be interpreted as narrowly as necessary to allow it to be enforceable or valid. If a provision (or part of it) under these Terms cannot be interpreted as narrowly as necessary to allow it to be enforceable or valid, then the provision (or part of it) must be severed from these Terms and the remaining provisions (and remaining part of the provision) of these Terms are valid and enforceable.

8.7 **Waiver:** If we fail to exercise a power, right or remedy under this Agreement, it does not operate as a waiver of that power, right or remedy. No waiver is effective unless it is in writing.

8.8 **Entire Agreement:** These Terms and any document expressly referred to in them represent the entire agreement between you and us and supersede any prior quote, understanding or arrangement between you and us, whether oral or in writing.