



## Terms of trade

# TOPLINE INSTALLS

### DEFINITIONS AND INTERPRETATION

"TL" represents Topline Installs Pty Ltd and its subsidiaries.

ABN - 83 635 829 980

"Business Day" represents a day that is not a Saturday or Sunday or any other day which is a public holiday or a bank holiday.

"Customer" means the person to whom the Quotation is addressed and/or any person who accepts it.

"Contract" means the contract for the sale of the Goods and the supply of the Services specified in the Order and subject to these terms and conditions of sale

"Goods & Services" means the Goods & Services that make up the subject of the Quotation.

"Order" means the acceptance of the Quotation in whole or in part by the Customer.

"Person" includes companies.

"Quotation" means the document issued by TL outlining its estimate of the cost for the provision of specified Goods and Services. "Services/installs" means the Services and/or installs, if any, to be supplied with the Goods and the subject of the Quotation.

**\* Headings are for convenience only and do not form part of these terms and conditions of sale. \***

### 2. PLACING AN ORDER

Any person who accepts the Quotation warrants they are the duly authorised agent of the customer for the purpose of placing the order. An order is deemed to have been accepted by the Customer upon the payment of a deposit not less than 25% of the total value of the order. By accepting the order the Customer is deemed to have read and understood TL's terms and conditions of sale.

### 3. TERMS OF PAYMENT

Payment is subject to any terms agreed between TL and the Customer in writing/quotation. In the absence of such written agreement, but subject always to any restrictions imposed by legislation, the Customer must make payment in full 14 days prior to the time of dispatch of Goods or services.

5% surcharge is charged each week after the owing amount becomes overdue.

The Customer is not entitled to defer, offset or withhold payment in whole or in part for any reason unless agreed to by TL in writing.

If at any time monies are overdue, then at the option of TL (but subject always to any restrictions imposed by legislation) the whole account balance shall become immediately due and owing by the Customer.

### 4. PRICING

The prices on the Quotation shall remain current for 30 days. TL reserves the right to vary the prices after lapse of 30 days, to the extent permitted by law.

The quoted price is based upon the particular specifications of the Goods or services current at the time of Quotation. TL reserves the right to vary the price if there is any variation in specification after the Order is placed, to the extent permitted by law.

### 5. TITLES

Property in the Goods or Services supplied by TL to the Customer will not pass to the Customer until the money owing for those Goods or Services and any other money owing by the Customer to TL has been paid. The Customer in the meantime takes custody of the Goods and services completed as the fiduciary agent and bailee of TL.

Where the Customer does not make payment in respect of specific Goods or Services, payment must be treated as having been made first in respect of Goods or Services which have passed out of the possession of the Customer, and then in respect of whatever Goods or Services still in the possession of the Customer TL elects.

Until the Goods have been paid for in full the Customer must store the Goods in such a manner as to show clearly that they are the property of TL.

The Customer irrevocably authorises TL at any time, to enter any premises:  
upon which the Goods are stored to enable TL to:

Inspect the Goods, and/or

If the Customer has breached these terms and conditions, reclaim possession of the Goods or Services.

Upon which the Customer's records pertaining to the Goods are held to inspect and copy such records.

The provisions of this clause apply notwithstanding any arrangement between the parties under which TL or a related body corporate grants the Customer credit/refund.

### 6. CANCELLATION & DEFAULT

The Contract may be cancelled/varied by the Customer only with the written consent of TL. To the extent

permitted by law, TI may require as a condition of its consent that the Customer pay reasonable charges for such cancellation/variation. (25% of original invoice)

TL shall be entitled to suspend delivery of the Goods or any part thereof and/or terminate the Contract if the Customer either fails to perform or observe any condition of the Contract including the terms of payment and/or delivery arrangements or if the Customer is made bankrupt, has a liquidator, receiver or official manager appointed for all or any part of his assets, or has a winding up order made against him or enters into any contract with creditors or voluntary insolvency administration. Such suspension and/or termination shall be without prejudice to and shall not affect any rights of TL against the Customer prior thereto.

Upon termination of the Contract by TL the security deposit (if any) shall be forfeited to TL and TL may either sue the Customer for breach of Contract or resell the Goods and any deficiency arising on such resale and all expenses of and incidental to such resale or attempted resale and the Customer's default shall be recoverable by TL from the Customer as liquidated damages. TL may retain any monies paid by the Customer on account of the Contract other than the security deposit forfeited, as security for any damages awarded to TL for the Customer's default.

#### 7. WARRANTY & GUARANTEE

Exterior doors and windows are finished with light reflective, exterior finish colours.

Through out the warranty period goods are to be maintained to prevent deterioration from normal weather conditions. (See product care)

The utility or structural strength is not impaired in the fitting of the goods, the application of the hardware or cutting and or altering the goods.

The moisture content of the timber does not fall below 12% or exceeds 18%.

Goods will NOT be found to be defective within the meaning of this Guarantee if...

Goods become defective through failure to follow these recommendations or for hazards of shipment or storage, after the Goods leave control of TL.

There is a natural variation in the colour and texture of the aluminium.

There is a bow of more than 2mm over a 1.8 metre span in any glass unit.

TL is not liable hereunder to reimburse any purchaser for Goods repaired or replaced without the prior written consent of TL.

This guarantee is subject to the terms and conditions specified above and TL shall be under no further liability to the customer with respect to defective goods except to the extent that any additional liability attached to TL by virtue of any binding State, Territory or Federal law or regulation relating to the sale of goods. All conditions and warranties implied into contracts for the sale of goods and supply of services are hereby expressly excluded PROVIDED THAT nothing covered in this is extended or shall be taken to exclude, restrict or modify those conditions and modified in the guarantee.

Any modification made to our product by a third party will immediately void our guarantee.

All claims shall be in writing/text and shall be forwarded by email to: Topline Installs Pty Ltd.

\*Warranty periods on all products & installs by TL

All new Installs come with a 1-year written warranty on workmanship and carry the component and material manufacturers warranty. These various warranties are up to twenty years in duration depending on the material or component. There is no warranty on second hand or recycled parts which are used in repairs. Glass breakage, by whatever means, is excluded from any warranty.

Plastic waterseals, felts & rubbers installed/used are not covered by warranty and are recommended to be replaced every 12 months. All parts are to be checked before installation.

Our goods come with a guarantee that cannot be excluded under the Australian Consumer Law ("ACL"), You are entitled to a replacement or refund for a major failure. You are also entitled to have repaired or replaced if the goods fail to be of acceptable quality and a failure does not amount to a major failure. Topline Installs offers the following warranty against defects, called our manufacturer's warranty. Our Manufacturer's Warranty is subject to terms and conditions. Any provision in the warranty which is inconsistent with the ACL or is otherwise unenforceable shall be severed from this warranty to the extent of the inconsistency and the remainder of the provisions shall continue to apply.