

Terms and Conditions of Sale

Euro Frames Ltd accepts the Customer's order on the following terms and conditions:

1. Price

- 1.1. The quoted price is valid for up to 30 days after the date of quotation.
- 1.2. The quoted price is in respect of the supply and installation of the product only. For a full list of exclusions, refer to clause 6.
- 1.3. The price may increase from the quoted figure if:
 - 1.3.1. The costs of materials and labour charged to Euro Frames Ltd increases;
 - 1.3.2. Costs arise which are necessary for Euro Frames Ltd to complete the installation, but which were not within Euro Frame's reasonable contemplation at the time the quote was made;
 - 1.3.3. A subsequent site inspection or measure reveals that the sizes set out in the attached specification need to be corrected;
 - 1.3.4. The customer requests alterations or variations to the work set out in the attached specification.

2. Payment

- 2.1. Payment is due at or before 4pm on the working day delivery occurs. If delivery occurs after 4pm on a working day, or on a weekend or statutory holiday, payment is due at 4pm the next working day.
 - 2.1.1. Delivery occurs at the first point in time when any ordered goods cross the boundary of the site where the customer has requested they be installed.
- 2.2. Payment must be made in full, without any deduction, set off or retention of funds.
 - 2.2.1. Failure to make payment in full will be treated as an essential breach of the contract, giving rise to liability for late payment interest, damages and enforcement costs.
 - 2.2.2. Where a code of compliance is required, this will not be issued until payment is received in full.
 - 2.2.3. If a customer is unhappy with any aspect of Euro Frame's performance or workmanship, this must be addressed through the use of the disputes resolution procedure set out in clause 15. The Customer agrees not to institute any other form of dispute resolution process or Court proceeding.
- 2.3. All costs are based on payment by cash or internet banking.
 - 2.3.1. If payment by credit card is made, Euro Frames Ltd may apply a surcharge.

3. Personal Property Securities Act 1999 (PPSA)

- 3.1. To secure payment of all amounts owing by the Customer to Euro Frames Ltd from time to time the Customer as debtor grants a security interest in all goods previously supplied by Euro Frames Ltd to the Customer and all after acquired goods supplied by Euro Frames Ltd to the Customer. The Customer agrees that the goods are collateral securing payment of all outstanding indebtedness owing by the Customer Euro Frames Ltd.
- 3.2. The Customer acknowledges and agrees that the security interest given to Euro Frames Ltd includes a security interest in all proceeds of collateral.
- 3.3. The Customer acknowledges and agrees that the security interest given to Euro Frames Ltd is a PMSL.
- 3.4. The Customer agrees to waive its right to receive a verification statement in respect of any financing statement or financing change statement relating to the security interest and the Customer contracts out of section 114(a), 117(1)(c), 133 and 134 of the PPSA. The rights of a debtor in sections 116, 119, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA do not apply to the security interest given by the Customer to Euro Frames Ltd.
- 3.5. The Customer agrees to provide any information or sign any document required under the PPSA and the regulations under the PPSA to enable Euro Frames Ltd to register a financing statement or a financing change statement.

4. Entire Contract

- 4.1. The parties acknowledge that this agreement sets forth the entire agreement and understanding of the parties and supersedes all prior oral or written statements, representations, agreements, understandings or arrangements relating to its subject matter.

5. Waiver and Forbearance

- 5.1. All rights, powers, exemptions and remedies of Euro Frames Ltd hereunder shall remain in full force notwithstanding any neglect, forbearance or delay in the enforcement thereof.
- 5.2. Euro Frames Ltd shall not be deemed to have waived any conditions unless such waiver is in writing and signed by a director of Euro Frames Ltd. Any such waiver shall apply to and operate only in the particular transaction, dealing or matter in respect of which it was given.

6. Exclusions

- 6.1. Costs for electrical, plumbing, plastering, foundations, plastering foundations, council consent fees, drainage, ventilators, engineer's report, special council consent, insulation around frames, curtains, blinds, carpet, all painting and staining and the preparations for painting or staining, permit cancellation fees, cladding that is required to be removed or cannot be reinstalled, tiling both inside and outside (including any repairs or replacement required as a result of the installation), scaffolding and cartage are excluded from the quoted price and are the responsibility of the Customer.

7. Delivery

- 7.1. Except as otherwise provided in clause 7, Euro Frames Ltd bears the costs for the delivery of the goods.
- 7.2. All claims for errors or short delivery must be made immediately.

- 7.3. Where the quotation makes provision for delivery then delivery shall take place at the place indicated by the quotation to the closest point of formed roading. Responsibility at this point becomes the Customer's. However, if no place is indicated then delivery shall be made at Euro Frames Ltd's premises.
- 7.4. Euro Frames Ltd shall not be liable for failure to deliver or any delay in delivery occasioned by labour, dispute, difficulty in procuring suitable materials, shortage of labour, delay in transit, legislative governmental or other prohibitions, fire, flood, hostilities, commotions or other causes whatsoever, whether similar in nature or not to the foregoing beyond the company's control.
- 7.5. If the supply by Euro Frames Ltd is a supply only job (i.e. does not involve installation) then the following additional matters shall apply:
 - 7.5.1. Payment in full (and bank confirmation of that payment) is required before the units will be delivered; and
 - 7.5.2. The Customer must make arrangements for the collection or delivery of the units within 48 hours of being advised of their availability, otherwise storage charges may be applied; and
 - 7.5.3. The client is responsible for having persons available on site at the time of delivery to be responsible for the lifting and removal of the units from the transport.

8. Indemnity

- 8.1. The customer shall indemnify Euro Frames Ltd in all respects against all actions, proceedings, claims and demands by any person(s) or entities whatsoever and whoever arising in connection with the exercise by Euro Frames Ltd of all or any of its rights or powers under and by virtue of these terms and conditions, including but without limiting the generality of the foregoing exercise or attempted exercise by Euro Frames Ltd of its powers of repossession of the goods or any delay caused by the actions of a third party.

9. Default

- 9.1. If a default occurs:
 - (a) Euro Frames Ltd may suspend or terminate any contract;
 - (b) The monies owing shall immediately become due and payable notwithstanding that the due date has not arisen; and/or
 - (c) Euro Frames Ltd may enforce the Security interest; and
 - (d) The Customer shall pay interest from the date of default to the date of payment at a rate of 12% per annum (compounded on a monthly basis) on any amounts outstanding.
- 9.2. The Purchaser agrees that, at any time after a default has occurred and is continuing or at any time if the Goods are at risk, Euro Frames Ltd may:
 - (a) take possession of the Goods; and/or
 - (b) sell or otherwise dispose of the Goods, in each case in such manner and generally on such terms and conditions as it thinks fit.
- 9.3. Euro Frames Ltd and the Customer agree that section (109X1) of the PPSA shall not apply in respect of the Goods if there are other secured parties with priority over Euro Frames Ltd in respect of those Goods.
- 9.4. As the Customer's agent, Euro Frames Ltd (and its employees and agents) may, without prior notice, enter any land or premises where the Goods are kept in order to take possession of and/or remove them, without being responsible for any damage caused in doing so. The Customer agrees to procure all other rights (including consents) necessary to enable, and to indemnify Euro Frames Ltd (and its employees and agents) against any liability incurred in connection with such entry, taking of possession and removal. Euro Frames Ltd may resell any of the Goods and apply the proceeds of sale in reduction of amounts owing. Should Euro Frames Ltd terminate the contract under clause 9.1, it shall be entitled to recover all costs incurred prior to the date of cancellation. This includes, but is not limited to, the fees for an on-site consultant, administration expenses and ordering a property file from the Council.

10. Costs

- 10.1. The Customer shall be liable to pay all costs, expenses and legal costs (on a solicitor and own client basis) incurred by Euro Frames Ltd in the course of enforcing any of its rights under these terms and conditions or as a result of any breach of these terms and conditions by the customer.

11. Risk and Insurance

- 11.1. The goods shall be at the sole risk of the Customer from the time Euro Frames Ltd gives possession of the goods to a carrier or if Euro Frames Ltd delivers the goods in its own vehicle at the time of delivery to the Customer's site.

12. Warranty

- 12.1. Euro Frames Ltd warrants any installation against faulty workmanship and any materials manufactured by Euro Frames Ltd for a period of 5 years after completion of the work. The Customer must give Euro Frames Ltd notice of any such defects in the goods within 7 days of such defects becoming apparent.
- 12.2. For goods not manufactured by Euro Frames Ltd the warranty shall be the current warranty provided by the manufacturer of the goods or materials. Euro Frames Ltd shall be under no liability whatsoever except for the express conditions as detailed and stipulated in the manufacturer's warranty.
- 12.3. The warranties will be voided if the goods are repaired by any person not authorised by Euro Frames Ltd to do such repairs or if goods are used other than for the purpose for which they were intended.
- 12.4. The warranties only apply to goods manufactured by Euro Frames Ltd or matters arising from the installation of these goods. Any failing in respect of parts, components or materials obtained by Euro Frames Ltd from other sources are not covered by these warranties. Such parts, components or materials shall be covered by the manufacturer's warranty (if any) only. Further, these

warranties do not cover any plans, specifications or requirements submitted to Euro Frames Ltd by the Customer, it being the Customers exclusive responsibility to ensure that the goods supplied under these terms and conditions will be satisfactory to meet the requirements and are suitable for the purpose for which they are intended.

- 12.5. Where the customer does not acquire the goods or hold itself out as acquiring the goods for the purposes of a business then these terms and conditions must be read subject to provisions of the Consumers Guarantees Act 1993 which shall have full force and effect notwithstanding any contrary or inconsistent provision in these terms and conditions. The Consumer Guarantees Act 1993 will NOT apply if the Customer acquires or holds itself out as acquiring the goods for the purpose of business.
- 12.6. No warranty shall be given on windows with sash openings that are in a roof.

13. Liability

- 13.1. The total liability of Euro Frames Ltd whether in contract tort or otherwise for any loss, damage or injury arising directly or indirectly for any defect in or non-compliance of the goods or any other breach Euro Frame's obligation under these terms and conditions will not in any event exceed the purchase price of the goods.
- 13.2. Euro Frames Ltd is not liable for any consequential indirect or special damage or loss of any kind nor is Euro Frames Ltd liable for any damage or loss caused by the Customer's servants, agents, buyers or other persons whomsoever.
- 13.3. The Customer hereby indemnifies Euro Frames Ltd against any claims by the Customers servants, agents, customers or other persons (whether similar in the foregoing or not) in respect of any loss, damage or injury arising from any defect in or non-compliance of the goods or in respect of any other matter whatsoever.
- 13.4. Euro Frames Ltd will not accept responsibility for goods installed at a location other than the location specified in the contract.
- 13.5. Euro Frames Ltd will not accept responsibility for units that do not comply with Council regulations in circumstances where a house plan has not been sighted or where the floor layout has altered from the house plan supplied to Euro Frames Ltd.

14. Assignment

- 14.1. Euro Frames Ltd is entitled at any time to assign to any other person or entity all or any part of the debt owing to Euro Frames Ltd in respect hereof. Any such assignee shall be entitled to claim full rights of set off or counterclaim against the Customer; its charge holders or successors in respect of the debt or part thereof so assigned. These terms and conditions shall not be subject to change or modification except with prior written consent of both parties.

15. Dispute Resolution

- 15.1. Customers are to notify Euro Frames Ltd within 7 days of a claim becoming apparent.
- 15.2. On no account shall monies be retained, set off or with-held by the Customer pending resolution of the dispute.
- 15.3. Euro Frames Ltd will then advise the Customer whether the dispute is to be treated as a warranty claim.
- 15.4. If the matter is not a warranty claim Euro Frames Ltd will negotiate in good faith with the Customer to resolve the dispute.
- 15.5. The Customer authorises Euro Frames Ltd, its appointed experts and representatives to enter upon the Customer's property for the purpose of inspecting the works in the event of any dispute.
- 15.6. Euro Frames Ltd may (at its discretion) engage a third party inspector or other expert to assist the parties.
- 15.7. If negotiations fail, Euro Frames Ltd may nominate the use of mediation or adjudication to resolve the dispute and the parties agree to be bound by this election.

16. General

- 16.1. Nothing in these terms and conditions shall derogate from the terms and conditions contained in any Memorandum of Credit contract or other credit arrangement or the terms and conditions of any securities given to Euro Frames Ltd pursuant to such credit contract or credit arrangement entered into by the Customer and Euro Frames Ltd providing for the payment of the goods shown.
- 16.2. Privacy Act 1993
The Customer authorises any person or company to provide Euro Frames Ltd with such information as may be required in response to our credit policy.
- 16.3. Finance
Where finance is being arranged, no work will commence until approval and this agreement shall stay in force until the finance company is fully repaid.
- 16.4. Site
This agreement is conditional upon Euro Frames Ltd's approval of the site. A site inspection will be undertaken by Euro Frames Ltd or its representatives within 5 working days of signing this agreement. Rejection of the site by notice in writing by Euro Frames Ltd must take place within 3 working days of the site inspection, otherwise Euro Frames Ltd is deemed to have approved the site.
- 16.5. The site will be left 'Trade Clean', i.e. Euro Frames Ltd employees, contractors or agents will remove any unused items or rubbish that they have brought onto the site. The Customer is responsible for the removal and dumping of materials that have been extracted or removed from the existing construction or site including e.g. soil, extracted windows, glass and joinery etc.
- 16.6. Acknowledgment
The customer acknowledges that this is a binding agreement between the parties. The person(s) purchasing the goods confirms having the authority to complete the purchase on behalf of the Customer.
- 16.7. Sale of Goods Act 1956
The Customer acknowledges that the Sale of Goods Act 1956 does not apply.