

TERMS & CONDITIONS OF TRADE

1. **Definitions**

- 1.1 "Manufacturer" shall mean Tew Building Services Pty Ltd ATF The Tew Family Trust T/A Advanced Concepts.
- 1.2 "Client" shall mean the client (or any person acting on behalf of and with the authority of the client) as describe on any quotation, work authorisation or other form.

2. **Acceptance**

- 2.1 Goods are supplied by the Manufacturer as per the Terms and Conditions of Trade, in which the Client is entitled to a copy of the full Terms and Conditions of Trade on request.

3. **Price and Payment**

- 3.1 At the Manufacturer's sole discretion, payment for approved Clients shall be due thirty (30) days following the end of the month in which a statement is posted to the Client's address or address for notices, or on the basis of COD.
- 3.2 Payment will be made by cash, or by cheque, or by bank cheque, or by credit card, or by direct credit, or by any other method as agreed to between the Client and the Manufacturer.

4. **Delivery of Goods**

- 4.1 Delivery times made known to the Client are estimates only.
- 4.2 The Manufacturer shall not be liable for any loss or damage whatsoever due to failure by the Manufacturer to deliver the Goods (or any of them) promptly or at all, where due to circumstances beyond the control of the Manufacturer.

5. **Title**

- 5.1 The Manufacturer and the Client agree that ownership of the Goods shall not pass until;
 - (a) The Client has paid the Manufacturer all amounts owing for the particular Goods.
- 5.2 It is further agreed that;
 - (a) Until such time as ownership of the Goods shall pass from the Manufacturer to the Client, the Manufacturer may give notice in writing to the Client to return the Goods or any of them; and
 - (b) If the Client fails to return the Goods to the Manufacturer then the Manufacturer or the Manufacturer's agent may (as the invitee of the Client) enter upon and into land and premises owned, occupied or used by the Client, or any premises where the Goods are situated and take possession of the Goods; and
 - (c) The Client is only Bailee of the Goods until such time as the Manufacturer has received payment in full for the Goods.

6. **Warranty**

- 6.1 Subject to the conditions of warranty set out in clause 11.2 of the full Terms and Conditions of Trade, the Manufacturer warrants that if any defect in any workmanship of the Manufacturer becomes apparent and is reported to the Manufacturer within twelve (12) months of the date of delivery (time being of the essence), then the Manufacturer will either (at the Manufacturers sole discretion) replace or remedy the workmanship.

7. **Default and Consequences of Default**

- 7.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month.
- 7.2 The Client shall be liable for any additional costs, dishonour fees or legal costs incurred by the Manufacturer.

8. **Cancellation**

- 8.1 In the event that the Client cancels delivery of Goods, the Client shall be liable for any loss incurred by the Manufacturer (including, but not limited to, any loss of profits) up to the time of cancellation.
- 8.2 Cancellation of orders for Goods made to the Client's specifications or non-stocklist items will definitely not be accepted, once production has commenced.

A copy of the full Terms and Conditions of Trade is available on request.