



www.coverdoors.com.au or by contacting the Supplier directly. In order to claim under the Warranty the Customer must: (a) contact us via email info@coverdoors.com.au within the warranty period (b) provide the original proof of purchase. This warranty does not include the cost of transportation to or from us.

9.2 The Supplier warrants that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

9.3 Except as expressly stated in this Agreement, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the goods and services to be provided by the Supplier.

9.4 Cleaning your door - avoid getting your doors wet, wipe your front door with a damp cloth, never hose and do not use harsh chemicals or detergents.

9.5 Variations in Timber are not considered a defect, these variations in colour, grain pattern and textures and part of the natural beauty of the timber.

10 INDEMNIFICATION

The Customer shall indemnify the Supplier against all claims, costs and expenses which the Supplier may incur and which arise, directly or indirectly, from the Customer's breach of any of its obligations under this Agreement, including any claims brought against the Supplier alleging that any goods and/or services provided by the Supplier in accordance with the Specification Document infringe a patent, copyright or trade secret or other similar right of a third party.

11 LIMITATION OF LIABILITY

11.1 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the Supplier to the Customer in respect of any claim whatsoever or breach of this agreement, whether or not arising out of negligence, shall be limited to the price paid by the Customer to which the claim relates.

11.2 In no event shall the Supplier be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Customer incurring such a loss.

11.3 Nothing in these Terms and Conditions shall exclude or limit the Supplier's liability for death or personal injury resulting from the Supplier's negligence or that of its employees, agents or subcontractors.

12 TERMINATION

Either party may terminate this Agreement forthwith by notice in writing to the other if:

- 12.1 the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;
- 12.2 the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;
- 12.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
- 12.4 the other party ceases to carry on its business or substantially the whole of its business; or
- 12.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

13 INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Supplier, and the Customer shall do all that is reasonably necessary to ensure that such rights vest in the Supplier by the execution of appropriate instruments or the making of agreements with third parties.

14 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

15 INDEPENDENT CONTRACTORS

The Supplier and the Customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Supplier may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Customer and such engagement shall not relieve the Supplier of its obligations under this Agreement or any applicable Specification Document.

16 ASSIGNMENT

The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Supplier.

17 CARPENTRY & JOINERY

Generally - All of the carpentry joinery work shall be carried out in a tradesman like manner with all works being in compliance with the requirements of the manufacturers installation process or approved by the relevant Building Surveyor. All unfixed timber shall be kept clear of ground, stored under cover, adequately protected from the weather and all fixed timber & laminate doors, architraves & skirting boards shall be protected from damage during the course of construction. On delivery to site, all timbers shall be stacked horizontally on top of each other to avoid twisting and warping.

Should the bottom under edge of the door be exposed a coat of primer is required to preserve the timber

Door Hardware and Furniture - There are 2 types of door sections: (1) **with rebate**, this comes complete with double bolt 3-setting adjustable hinges with optional decorative covers, pre machined and pre-matched hinge positions, striker plate and lock system on both the frame and the door providing a perfect match for easier installation. This door is already fitted with the European lock system, Australian lock systems are not suitable. If the customer selects a door handle from Australia, it must be from a good quality door furniture supplier and compatible with the European lock system. Make sure that the door furniture is appropriate for external or internal applications. (2) **without rebate**, this comes only as a door which can be fitted into the Australian door frame and door architrave timber installation system. It does not come with the hinges, door lock system, pre machined or pre matched positions. Any Australian door hardware and furniture can be used on this door, however the carpenter/joiner must ensure extra attention to detail when cutting out the mortises and drilling for the doorknob hole.

18 WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

19 NOTICES

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Specification Document or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is provided be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

20 ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

21 NO THIRD PARTIES

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.



STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES from Cover Doors Australia Pty Ltd ACN 623 047 745

1 DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1 "Agreement" means these Terms and Conditions together with the terms of any applicable Specification Document;
- 1.2 "Customer" means the organisation or person who purchases goods and services from the Supplier;
- 1.3 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable;
- 1.4 "Specification Document" means a statement of work, quotation or other similar document describing the goods and services to be provided by the Supplier;
- 1.5 "Supplier" means Cover Doors Australia Pty Ltd ACN 623 047 745

2 GENERAL

- 2.1 These Terms and Conditions shall apply to all contracts for the supply of goods and services by the Supplier to the Customer.
- 2.2 Before the commencement of the services the Supplier shall submit to the Customer a Specification Document which shall specify the goods and services to be supplied and the price payable. The Customer shall notify the Supplier immediately if the Customer does not agree with the contents of the Specification Document. All Specification Documents shall be subject to these Terms and Conditions.
- 2.3 The Supplier shall use all reasonable endeavours to complete the services within estimated time frames but time shall not be of the essence in the performance of any services.

3 PRICE AND PAYMENT

- 3.1 The price for the supply of goods and services are as set out in the Specification Document. The Supplier shall invoice the Customer a 50% DEPOSIT to place the order, after the payment is received the order will be processed and a confirmation email sent.
- 3.2 Invoiced amounts shall be due and payable once the goods have been delivered, 15 days from when the invoice balance is issued.
- 3.3 All amounts quoted in this contract are GST inclusive, except where specifically stated to the contrary
- 3.4 Cover Doors Australia Pty Ltd may, at its sole discretion, charge interest on overdue accounts of the customer, at the current bank overdraft rate of Cover Doors Australia Pty Ltd bank

4 SPECIFICATION OF THE GOODS

All goods shall be required only to conform to the specification in the Specification Document. For the avoidance of doubt no description, specification or illustration contained in any product pamphlet or other sales or marketing literature of the supplier and no representation written or oral, correspondence or statement shall form part of the contract.

5 DELIVERY

- 5.1 The date of delivery specified by the Supplier is an estimate only. Time for delivery shall not be of the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the goods. Variations & changes to an order may alter the delivery date
- 5.2 All risk in the goods shall pass to the Customer upon delivery.
- 5.3 Insuring Conditions Institute Cargo Clauses A Cls. 382 dated 1st January, 2009. Institute War Clauses (Cargo) Cls. 385 dated 1st January, 2009. Institute Strikes Clauses (Cargo) Cls. 386 dated 1st January, 2009. Institute Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion Clause Cls. 370 dated 10th November 2003. Institute Cyber Attack Exclusion Clause Cls. 380 dated 10th November 2003. Termination of Transit Clause (Terrorism) 2009 JC2009/056. Including transhipment, barge and lightning risks whether customary or otherwise. Including the risks of loading and unloading. Sanction Limitation and Exclusion Clause JH2010/009 (29/07/10) Amended To include Australia. Subject also to Additional Conditions on request from Insurer.
- 5.4 The product can be picked up from a designated address otherwise delivery can be arranged at an additional cost. These costs depend on location.

6 TITLE

Title in the Goods shall not pass to the Customer until the Supplier has been paid in full for the Goods.

7 CUSTOMER'S OBLIGATIONS

- 7.1 To enable the Supplier to perform its obligations under this Agreement the Customer shall:
 - 7.1.1 co-operate with the Supplier;
 - 7.1.2 provide the Supplier with any information reasonably required by the Supplier;
 - 7.1.3 obtain all necessary permissions and consents which may be required before the commencement of the services; and
 - 7.1.4 comply with such other requirements as may be set out in the Specification Document or otherwise agreed between the parties.
- 7.2 The Customer shall be liable to compensate the Supplier for any expenses incurred by the Supplier as a result of the Customer's failure to comply with Clause 7.1.
- 7.3 Without prejudice to any other rights to which the Supplier may be entitled, in the event that the Customer unlawfully terminates or cancels the goods and services agreed to in the Specification Document, the supplier is entitled to retain all or part of the 50% deposit. When a deposit is made it is a binding agreement for the supplier to proceed with the transaction. The actual amount Cover Doors Australia Pty Ltd will retain depends on the circumstances and the manufacturers processing. This amount compensates the manufacturer & supplier for the time & expense devoted to the transaction, but will not constitute a penalty. For the avoidance of doubt, the Customer's failure to comply with any obligations under Clause 7.1 shall be deemed to be a cancellation of the goods and services and subject to the payment of the damages set out in this Clause.
- 7.4 In the event that the Customer or any third party, not being a sub-contractor of the Supplier, shall omit or commit anything which prevents or delays the Supplier from undertaking or complying with any of its obligations under this Agreement, then the Supplier shall notify the Customer as soon as possible and:
 - 7.4.1 the Supplier shall have no liability in respect of any delay to the completion of any project;
 - 7.4.2 if applicable, the timetable for the project will be modified accordingly;

8 ALTERATIONS TO THE SPECIFICATION DOCUMENT

- 8.1 The parties may at any time mutually agree upon and execute new Specification Documents. Any alterations in the scope of goods and/or services to be provided under this Agreement shall be set out in the Specification Document, which shall reflect the changed goods and/or services and price and any other terms agreed between the parties.
- 8.2 The Customer may at any time request alterations to the Specification Document by notice in writing to the Supplier. On receipt of the request for alterations the Supplier shall, within 5 working days or such other period as may be agreed between the parties, advise the Customer by notice in writing of the effect of such alterations, if any, on the price and any other terms already agreed between the parties.
- 8.3 Where the Supplier gives written notice to the Customer agreeing to perform any alterations on terms different to those already agreed between the parties, the Customer shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise the Supplier by notice in writing whether or not it wishes the alterations to proceed.
- 8.4 Where the Supplier gives written notice to the Customer agreeing to perform alterations on terms different to those already agreed between the parties, and the Customer confirms in writing that it wishes the alterations to proceed on those terms, the Specification Document shall be amended to reflect such alterations and thereafter the Supplier shall perform this Agreement upon the basis of such amended terms.

9 WARRANTY & DOOR CARE MAINTENANCE

- 9.1 The Supplier gladly warrants that as from the date of delivery for a period of 5 years the Customer is entitled to a replacement or refund for a major failure or if the goods fail to be of acceptable quality and the failure does not amount to a major failure. The warranty shall not apply and to the extent permitted by law Cover Doors Australia Pty Ltd shall not be liable:
 - (1) if there is a failure to comply with the manufacturers door care instructions, installation and pre-finishing recommendations;
 - (2) for natural variations in the colour and texture of the timber; and normal show through of frame and core components in flush doors, which are not considered defects under Warranty. Detailed instruction brochures can be downloaded off the