



Protec Doors Pty Ltd
ABN: 64 102 467 461
93 Rookwood Road, Yagoona NSW
Tel: 02 96322999
Email: sales@protecdoors.com.au
Web: www.protecdoors.com.au

Protec Building Product Pty Ltd
ABN: 48 148 159 586
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Tel: 02 96322999
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General Terms and Conditions of Sale

These terms and conditions govern all contracts for the sale or supply of Goods and/or Services by Protec Doors Pty Ltd, ABN 64 102 467 461 and or Protec Building Products, ABN 48 148 159 586 and to the extent that these have not been varied or added to in writing by Protec Doors Pty Ltd, these are the only terms and conditions on which orders are accepted.

INTERPRETATIONS

“Customer” means any person at whose request Protec Doors has provided a quotation or supplied Goods.

“Supplier” or “Seller” means Protec Doors P/L of 93 Rookwood Road, Yagoona, NSW 2199.

“Purchaser” means any person, firm or corporation who requests the supply of goods or service by the supplier.

“Goods” means any frame, door, goods, services or other work requested by the Customer and supplied by the supplier.

“Payment Terms” means the requirement to pay a sum of cleared funds on making an order, before delivery or, where relevant, in accordance with any credit terms.

“Price” means the price or amount payable for goods & services whether or not shown in any Invoice from the supplier.

“Terms and Condition” means these standard terms and conditions, where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

OFFER AND ACCEPTANCE

An order from the Customer and received by Protec Doors P/L or Protec Building Products P/L by any means of communication is an offer to enter into a contract upon these terms and Conditions. All purchases made by the customer are solely relying on their own skill & judgement. The contract is formed only after Protec Doors P/L or Protec Building Products P/L has accepted the order and provided acknowledgment to the Customer. These Terms and Conditions constitute the entire agreement between Protec Doors P/L and the Customer. All orders based on quotations and price lists are subject to acceptance by Protec Doors which reserves the right to accept in whole or in part any order or decline an order. Any condition contained in the Customer’s order or offer which is inconsistent or is contrary to these Terms and Conditions shall be of no effect unless that condition is expressly accepted in writing by Protec Doors P/L, at the time of order acknowledgment. Any variation, waiver or rescission of the Customer’s order or offer shall be of no effect unless accepted in writing by Protec Doors Pty Ltd. Where Protec Doors accepts cancellation, Protec Doors may levy a handling charge of up to 15% of the order price. The seller may subcontract or outsource any manufacturing or services that it is engaged to perform.

APPROVAL

All Goods are submitted to the Customer for its evaluation and approval; it is the customer’s responsibility to satisfy itself that the Goods are suitable for its purposes. The customer acknowledges receipt of these terms. If an account is opened, an order placed and/or an invoice is issued, or if goods are accepted by or on behalf of the customer, then the customer is deemed to have knowledge of these terms & conditions and the Credit terms and to have accepted them and be bound by them.

PRICE

In placing of any order the customer represents that it can pay for the goods and services ordered and that the person whom places the order is authorised to do so and to bind the customer. Prices are subject to alteration without notice unless is quoted with expiry date from date of quote. The price and charges payable for all goods and services and any other transaction shall be set out in an invoice or as advised by the seller and are firm for any time or circumstance indicated. All applicable taxes, duties or levies (including GST) on the sale of goods and services and all charges will be to the customer’s account. If the cost of goods rise, whether due to price rises or currency variations, delay by the customer or otherwise, then the seller may increase any quoted prices. Where the Customer and Protec Doors P/L agree to a variation in the quantity of the Goods sold and purchased, the Goods shall be priced either at the rate applicable to the original quantity or the revised quantity at the absolute discretion of Protec Doors P/L.

TERMS OF PAYMENT

Payment may be made by cash, EFT, Visa/ Mastercard credit card at premises. If payment is by a credit card then a handling fee for effecting payment by this method will be charged. No cheque is accepted. The seller may apply all payments received in such manner as it determines.

Any credit provided to the customer shall be on and subject to the Credit Terms which include that the seller is entitled to a security interest. The seller makes no representation that it will provide or keep available credit and at its discretion reserves the right to refuse the customer any credit or to decline the provision of any further credit and to require that any outstanding debts be paid in full or be subject to the provision of a Directors Guarantee or acceptable security. If the customer applies for credit this shall constitute a continuing representation that it is solvent and is entitled to apply for credit and is not subject to the provisions of any Consumer Credit legislation and that it waives any rights that it may have thereunder.

DELIVERY

Risk in each order will pass to the customer upon commencement of delivery of that order or any part of it to the customer or upon collection of that order by the customer or its agent or courier. Where goods are delivered to site, the goods will be entirely at the customer's risk from the time they leave the seller's premises. If the site is unattended by the customer, the delivery docket signed by the delivery person shall be conclusive evidence of due delivery and there shall be a deemed acceptance on the part of the customer if the goods are not rejected within 48 hours of delivery. Protec Doors P/L reserves the right to despatch the Customer's order in one delivery or by instalments. Protec Doors P/L shall be under no liability for any loss or damage, however arising. While the seller will endeavour to meet delivery dates, any delay of delivery for any reason, will not entitle the customer to claim for any consequential loss or damage to cancel, rescind or terminate a sale. Delivery dates will not be treated as an essential condition of sale.

Notwithstanding delivery of goods to the customer, until the customer has made full payment for the goods and any other goods previously or subsequently supplied by the seller:

- a) Legal title to the goods will remain with the seller;
- b) The risk in the goods will pass to the customer on delivery to the customer or its agent;
- c) The customer will maintain proper records for the proceeds amounts

After the event of a default, the seller may without demand retake possession of the goods, and may without notice sell the goods and will be entitled to deduct all expenses incurred. For the purposes of recovering possession, the customer irrevocably authorises and licences the seller and its servants or agents to enter any premises where the goods may be stored and to take possession of the goods. The customer will ratify all actions taken by the seller in the exercise of its powers hereunder and elsewhere in these Terms & Conditions and will not act so as to prevent or hinder the seller in such an exercise. In addition the seller may exercise any and all remedies without limitation, entry into any building or premises owned occupied or used by the customer, to search for and seize, dispose of or retain the goods. The customer shall indemnify the seller from any claims made by any third party as a result of such exercise.

The seller is not responsible for any loss or damage incurred or suffered by the customer or any other person as a result of any incorrect installation, storage of goods, misuse of goods or negligence.

In delivering the goods the customer shall ensure that full and safe working conditions will at all times be given to the seller and the seller may decline to effect a delivery or perform any services if in its opinion full and safe access and safe working conditions are not given and the customer will bear all costs arising thereon.

INSURANCE

Protec Doors P/L will not arrange insurance cover of any type on any Goods unless otherwise specified by the Customer and accepted by Protec Doors P/L in writing.

RETURN OF GOODS

Goods are not supplied on a sale or return basis. If the supplier agrees to accept the goods for credit, a 25% handling fee will be deducted from the credit. Freight charges will not be credited. The cost of freight on goods being returned for credit is at the customer's cost. Goods returned must be in original, damage free and original packaging with relevant invoices. Goods supplied on special orders are not returnable.

CANCELLATION

The Customer may cancel his /her order only, prior to start of manufacturing and obtaining raw material and only with written consent and upon payment on demand of reasonable and appropriate cancellation charges notified on offer and acceptance clause.

Any report of defective products and complaints that the customer may have regarding goods supplied and or including quality or amount failing to correspond with the goods ordered shall be made by the customer to the seller in writing within 7 days of delivery, the notice must have job number or delivery docket number and providing full detail. If no written complaint is received by the seller within that time, the customer agrees that it shall not raise any complaint and shall be deemed to have accepted the goods delivered.

LIABILITY/ PRIVACY

In the event that there is a breach of an obligation of the customer, some or all. All the costs incurred by the seller are legal, and those costs shall be reimbursed by the customer to the seller on a solicitor, or collection agency/client basis and shall be recoverable from the customer regardless of whether legal proceedings were issued by the seller against the customer or were defended.

The seller may obtain from a credit reporting agency a credit report containing personal credit information about the customers, its credit history and that of any Guarantor's in relation to any credit which it may intend to provide. The seller may exchange information and personal data with a credit reporting agency and government bodies to create or maintain a credit information file containing any information about the customer or Guarantor.

JURISDICTION/ APPLICABLE LAWS

The validity and interpretation of quotations or any contract of sale arising out of quotations, and the rights and duties of parties thereto shall be governed by the laws of New South Wales.

"THE PROPERTY AND TITLE OF THE GOODS on invoices are subject and remaining to Protec Doors P/L / Protec Building Products P/L until payment is made and received in full and all our invoices are subject to below statement of claim;

"THIS IS A PAYMENT CLAIM ISSUED PURSUANT TO THE BUILDING AND CONSTRUCTION INDUSTRY SECURITY OF PAYMENT ACT 1999."