

# TERMS AND CONDITIONS OF SALE

## 1. Definitions

- 1.1 "Signature Pergolas And Decks" shall mean AMK Topnotch constructions PTY LTD trading as Signature Pergolas And Decks, or any agents, contractors and employees hereof.
- 1.2 "Client" shall mean the client, any person acting on behalf of & with the authority of the client, or any person purchasing products & services from Signature Pergolas And Decks.

## 2. Payments

2.1 The client agrees to make progress payments as requested. Failure to do so will cancel all further works until such time progress payments are paid. The client agrees to pay the full invoice amount on the completion of works.

2.2 Credit card & cash payments, direct transfer or eftpos payments accepted only. I give permission to Signature Pergolas And Decksto carry out transactions over the phone using my credit card details for the value of the invoice amount or as per payment arrangement i.e.deposit or progress payments.

2.3 A credit card transaction fee of 1% applies to all credit card payments.

2.4 Any payments which fall overdue shall incur a late fee of 10% per annum calculated daily from the date of final invoice until paid in full.

2.5 All quoted works are subject to variations as required & are at the discretion of Signature Pergolas And Decksin order to carry out & complete works to Australian & Safety Standards. All variations will incur further fees & charges in addition to the original quoted amount.

2.6 Signature Pergolas And Decks's fees & charges are subject to change without notification to the client.

2.7 Additional fees & charges shall apply to any work outside of normal business hours 0700 to 1700 Monday to Friday.

2.8 I accept that all invoices shall be provided in categories of Installation, or material for DIY kits, & GST only. Itemised accounts will not be issued unless elected by Signature Pergolas And Decks.

2.9 Unless otherwise specified, all prices are discounted based on an EFT or cash payment. Finance and credit card payments will not be discounted.

Client Initial: \_\_\_\_\_

### 3. Goods

3.1 All goods shall remain the property of Signature Pergolas And Decks until such time payment is received in full.

### 4. Cancellation

4.1 Signature Pergolas And Decks may cancel these terms & conditions or cancel delivery of goods & services at any time, giving at least 24 hours written advice. Signature Pergolas And Decks shall not be liable for any loss or damage what-so-ever arising from such cancellation of goods & services delivery, or terms & conditions.

4.2 The client must provide Signature Pergolas And Decks any notice to cancel works or amendments to the original quotation, in writing, prior to ordering materials necessary to complete installation. Failure to do so will incur full payment of the materials, plus 10%.

4.3 Placing a deposit with Signature Pergolas And Decks secures & confirms your job. Where a deposit has been paid to Signature Pergolas And Decks, deposits are non-refundable.

### 5. Warranty

5.1 Warranty shall be valid as per the material supplier's warranty (unless otherwise stated) from invoice date. Warranty shall only be valid on exact location & works as carried out by Signature Pergolas And Decks. The Client must provide the original invoice for proof of works.

5.2 Any modification to materials without the written consent of Signature Pergolas And Decks shall void all warranty. It is the sole responsibility of the client to arrange an appointment with Signature Pergolas And Decks for any modifications to the installation.

5.3 The Client shall inspect the goods & works on completion & must report any defects to parts or installation works within 48 hours in writing to Signature Pergolas And Decks of any alleged defects, shortage in quantity or damage. The client shall provide Signature Pergolas And Decks an opportunity to inspect the alleged damage / defect within 14 working days from date of written notification & give Signature Pergolas And Decks the opportunity to make good to Australian & reasonable standards within 14 working days.

5.4 Signature Pergolas And Decks reserves the right to repair any minor defects to materials.

### 6. Intellectual Property

6.1 Where Signature Pergolas And Decks has designed or drawn Goods for the Client, then the copyright in those designs & drawings shall remain vested in Signature Pergolas And Decks & shall only be used by the Client at Signature Pergolas And Decks's discretion & with written consent to do so.

Client Initial: \_\_\_\_\_

## 7. Client's Disclaimer

7.1 The client hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him/her by any servant or agent of Signature Pergolas And Decks & the Client acknowledges that he/she buys the services of Signature Pergolas And Decks relying solely upon his/her own skill & judgment & Signature Pergolas And Decks shall not be bound by nor responsible for any term, condition, representation or warranty other than the warranty given by the Manufacturer which warranty shall be personal to the Client & shall not be transferable to any subsequent Client. The Client acknowledges that they fully understand the design of, and installation process for, the quoted works, as outlined in the original quotation and floorplan.

## 8. Underground Services

8.1 The Client will indemnify Signature Pergolas And Decks & keep Signature Pergolas And Decks indemnified against any liability, loss, claim or proceedings of any kind (whether arising under statute or common law) arising from services which are buried or unseen being disturbed or damaged. Signature Pergolas And Decks will not be liable for any repair work & any repair work required will be paid at the Client's expense. Such liability, loss, claims or proceedings includes but is not limited to a) Damage to the property, real or personal; b) Death or personal injury; & c) Consequential or economic loss of any kind.

## 9. Rock & Filled Ground

9.1 Unless specifically included in written quotes &/or estimates, rock excavation, dewatering or supportive work such as pier & beams for filled or made up ground will be charged out as a variation to the original price. Quotation is based on excavation of clean soils only, unless otherwise specifically stated in writing.

9.2 Existing soils shall be returned to excavated areas where possible & ground shall be left filled. Landscaping and concrete works are not included in quotation unless specified by Signature Pergolas And Decks in writing. All concrete, paving and landscape works including shrub / plant & lawn replacement will be treated as a variation to the originally quoted works.

9.3 All electrical, water, gas and telephone lines underground that are damaged, costs will be met by the client.

## 10. Dispute Resolution

10.1 There be any dispute relating to building practice, Signature Pergolas And Decks will only accept the ruling of Department of Fair Trading, however the owner shall adhere strictly to the payment terms of this Contract.

Client Initial: \_\_\_\_\_

10.2 At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved either party may by further notice in writing delivered or sent by certified mail to the other party refer such dispute to arbitration.

10.3 Any arbitration shall be referred to NSW Department of Fair Trading.

## 11. Compliance with Laws

11.1 The Client agrees that the site will comply with any occupational health & safety laws relating to building/construction sites & any other relevant safety standards or legislation.

## 12. General

12.1 Neither party shall be liable for any default due to any "act of God", war, terrorism, strike, lockout, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.

12.2 Signature Pergolas And Decks does not accept any responsibility for damage to property during works being carrying out.

12.3 From the commencement of this contract, the Client agrees to never publicly defame Signature Pergolas And Decks, its employees, contractors and affiliates. This includes, but is not limited to, internet, social media, newspaper, television, email, telephone or text message.

12.4 Boundary pegs are to be marked by the Client Signature Pergolas And Decks rescinds any responsibility if not.

12.5 Signature Pergolas And Decks shall not be held liable for any such delays for work not being completed due to weather conditions, shortage of labour hire, machinery or materials outside the direct control of Signature Pergolas And Decks.

12.6 In the event of any breach of this contract by Signature Pergolas And Decks, the remedies of the Client shall be limited to damages. Under no circumstances shall the liability of Signature Pergolas And Decks exceed the Price of the Goods.

12.7 Signature Pergolas And Decks reserves the right to review & make changes to these terms & conditions at any time.

I, (full name) \_\_\_\_\_, hereby agree to the conditions specified in this contract above.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Client Initial: \_\_\_\_\_