Carpenter Cabinets - Terms & Conditions of Trade

Definitions
"Carpenter Cabinets" means GR Carpenter & RA Carpenter T/A Carpenter Cabinets, its successors and assigns or any person acting on behalf of and with the authority of GR Carpenter & RA 8.4 Carpenter T/A Carpenter Cabinets.

acting on behalf of and with the authority or our own-capenter TAL agrenter Cabriers.

"Client" means the person's or any person acting on behalf of and with the authority of the Client requesting CC to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:

(a) If there is more than one Client, is a reference to each Client 8.5

(a) if There is indue train one users, is a consistence of the pointly and severally, and (b) if the Client is a part of a Trust, shall be bound in their capacity as a trustee, and (c) includes the Client's executors, administrators, successors and permitted assigns.

8.6 permitted assigns.
Goods' means all Goods or Services supplied by CC to the Client
at the Client's request from time to time (where the context so
permits the terms 'Goods' or 'Services' shall be interchangeable for 1.3

the other).

"Prince" means the Price payable (plus any GST where applicable) for the Goods as agreed between CC and the Client in accordance with clause 5 below.

"GST" means Goods and Services Tax (GST) as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).

Acceptance
The Client is taken to have exclusively accepted and is immediately
the client is taken to have exclusively accepted and is immediately
the client is taken to have exclusively accepted and is immediately
the client is taken to have exclusively accepted and is immediately rine Liners is taken to have exclusively accepted and is immediately bound, jointly and severally. by these terms and conditions lift the Client places an order for or accepts delivery of the Goods. These terms and conditions may only be amended with the consent of both parties in writing, and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and CC.

Electronic, signatures shall be deemed to be accented by aither than the consent of the parties of of the part 2.2

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ctronic signatures shall be deemed to be accepted by either by providing that the parties have complied with Section 10 of the party providing that the parties have compiled with Section 10 of the Electronic Transactions Act 2011 or any other applicable provisions of that Act or any Regulations referred to in that Act.

Errors and Omissions
The Client acknowledges and accepts that CC shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):
(a) resulting from an inadvertent mistake made by CC in the formation and/or administration of this contract, and/or (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by CC in respect of the Services. In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or willul misconduct of CC; the Client shall not be entitled to treat this contract as repudiated nor render it invalid.

Change in Control
The Client shall give CC not less than fourteen (14) days prior
written notice of any proposed change of ownership of the Client
and/or any other change in the Client's details (including but not 8.11
limited to, changes in the Client's name, address, contact phone or
fax number/s, change of frustees, or business practice). The Client
shall be liable for any loss incured by CC as a result of the Client's
failure to comply with this clause.

QuotationUnless otherwise specified by CC, the quoted Price shall not

and the continue was specified by CC, the quoted rince shall not all any plumbing and/or electrical works; and appliances and plumbing fixtures required by any other third 9.2 party; and 1 shelving to robes; and 1 shelvin

he event the Client requires any of the above, the Price will be ssted accordingly to include the Services in accordance with

6.2

adjusted accordingly to include the Services in accordance with claises 5.2

Price and Payment
At CCS sole discretion the Price shall be either:

(a) as indicated on any invoice provided by CC to the Client; or
(b) CCS quoted price (subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of fourteen (14) days.

CC reserves the right to change the Price:
(a) if a variation to the Goods which are to be supplied is 10.1 requested; or
(b) Goods and the Services originally scheduled (including any applicable plans or specifications) is requested; or
(c) where additional Services are required due to the discovery of hidden or unidentifiable inflicitules (including, but not limited to, design change or product change due to unavailability, limitations to accessing the site, inaccurate structural measurements provided by the Client or any other third party, 11. obscured site defeats which require remedial work, 11.1 obscured site defeats which require remedial work, 11.1 obscured site defeats which represent the control or commencement of the Services, or
(d) in the event of increases to CC in the cost of labour or 11.2 materials which are bond CC's control.

Variations will be charged for on the basis of CC's quotation, and will be detailed in writing, and shown as variations on CC's invoice.

The Client shall be required to respond to any variation submitted by CC and the cost of the variation to the Prize. Payment will entitle to the variation to the Prize. Payment will be payalte by the Client on the date's determined by CC, which may be:

y be: on delivery of the Goods; before delivery of the Goods; the date specified on any invoice or other form as being the date for payment; or failing any notice to the contrary, the date which is thirty (30) days following the date of any invoice given to the Client by CC.

CC. The wire use of any invoice given to the Client Payment may be made by cash, cheque, bank cheque, electronic/or-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Third Got chall not be entitled to set 4°.

Client and CC.
The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by CC nor to withhold payment of any invoice because part of that invoice is in

to winnow payment or any nvoice because part or that invoice is an dispute of the visible stated the Price does not include GST. In addition to the Price the Client must pay to CC an amount equal to any GST CC must pay for any supply to CC under this or any other agreement for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition the Client must pay not their taxes and duties that may be applicable in addition to tife Price except where they are expressly included in 12. 6.8

7.2 7.3

Delivery of Goods
Delivery (Cledivery) of the Goods is taken to occur at the time that:

(a) the Client or the Client's nominated carrier takes possession of the Goods at CCs address; or

(b) CC (or CC's nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address.

At CCs sole from the cost of delivery is included in the Price.

Select to Goods to the cost of delivery is included in the Price.

Select to Goods to the cost of delivery is included in the Price.

Select to Goods at the CCs responsibility to ensure that the CS sole datase of a sit sease apposibility to ensure that the temperature of the CCs and the CCs according to the CCs send of the CCs according to the

7.6

Risk
Risk of damage to or loss of the Goods passes to the Client on
Delivery and the Client must insure the Goods on or before Delivery. 12.4
If any of the Goods are damaged or destroyed following delivery but
prior to ownership passing to the Client, CD is entitled to receive all
insurance proceeds payable for the Goods. The production of these
terms and conditions by CC is sufficient evidence of CCs rights to
receive the insurance proceeds without the need for any person 12.6

If the Client requests CC to leave Goods outside CC's premises for 12.7 collection or to deliver the Goods to an unattended location then

If the Ulent requests CU to leave Goods outside CU s premises for 12.7 collection or to deliver the Goods of an unattended location then such Goods shall be left at the Client's sole risk.

12.8 client's Goods shall be left at the Client's sole risk.

12.8 in or upon which these Goods are to be installed or erected is sourced and will sustain the installation and work incidental thereto and CC 12.9 shall not be liable for any claims, demands, losses, damages, costs and expenses howsever caused or arising should the premises or equipment be unable to accommodate the installation.

The Client acknowledges and agrees that whilst CC shall take all reasonable care during the performance of the Services, the Client agrees that Co shall not be field liable for any loss. Gamages, or 13.1 agrees that CC shall not be field liable for any loss. Gamages, or 3.1 measonry or rendered surfaces furing the installation process.

The Client acknowledges that Goods supplied (including, but not limited to, timber, stone, etc.) may consider the control of the c

be lable in any way whatsoever where such variations 13.3 occur.

(b) fade or change colour over time; and colour contract or distort as a result of exposure to heat or cold, therefore CC will accept no responsibility for gaps that may appear in the during profonged dry periods; and 14. (d) mark or stain if exposed to certain substances; and (e) be damaged or distigured by impact or scarching.

Timber is a hydroscopic material subject to expansion and contract profoser of the colour distortion of the colour contract of the colour distortion of the colour distortion

Unustreen to move gas or electrical appliances; and 14.3 responsible for parameters of the presence of the pre

bilins. shall not be liable for any defect or damage resulting from rect or faulty installation carried out by any other third party.

incorrect or faulty installation carried out by any other third party.

Dimensions, Plans and Specifications
CC shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client. The Client acknowledges and agrees that in the event that any of the Client acknowledges and agrees that in the event that any of the control of the con

acceptance of that quotation.

Compliance with Laws
The Client and CC shall comply with the provisions of all statutes, 14.10
regulations and bylaws of government, local and other public authorities that may be applicable to the Services, including any occupational health and safely laws relating to building/construction sites and any other relevant safety standards or legislation.
The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services.

Title CC and the Client agree that ownership of the Goods shall not pass

C and the Client agree that ownership of the Goods shall not pass 14.11
) the Client has paid CC all amounts owing to CC; and the Client has met all of its other obligations to CC. Could by CC of any form of payment of their han cash shall not be could by CC of any form of payment of their han cash shall not be payment of the country of their ownership of the Goods passes to the Client in accordance with clause 11.1 that the Client is only a baile of 15. the Goods and must return the Goods to CC on request.

15.1 the Client holds the benefit of the Client's insurance of the Goods not cut for CC and must pay to CC the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.

insurance in the event of the course series of the client must not sell, dispose or otherwise part with 15.2 possession of the Coods other than in the ordinary ourse of possession of the Coods other than in the ordinary ourse of possession of the Coods then the Client must hold the proceeds of any such and on trust for Co and must pay or deliver the proceeds to CC on demand.

15.3 the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product no trust for the benefit of CC and must sall, dispose of or return the resulting product to CC as it 5.3 of diexds. (c)

(d)

directs.

e Client irrevocably authorises CC to enter any premises the Code to believes the Goods are kept and recover possession the Code. (f)

where CC believes the Goods are kept and recover possession of the Goods.
CC may recover possession of any Goods in transit whether or not delivery has occurred.
the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of CC.
CC may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has 16.3 not passed to the Client. (q)

Personal Property Securities Act 2009 ("PPSA") In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PSA. Upon assenting to these terms and conditions.

security agreement, and security interest has the meaning given to it by the PPSA. Upon assenting to these terms and conditions in writing the Client 16.4 acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods that have previously been supplied and that will be supplied in the future by CC to the Client. Place of the Client of

established by the PPSA or releasing any Goods charged thereby;

(n) not register a financing change statement in respect of a security interest without the prior written consent of CC;

(n) not register, or permit to be registered, a financing statement or a security of the prior written consent of CC;

(e) immediately advise CC of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.

CC and the Client agree that sections 96, 113 and 125 of the PPSA do not apply to the security agreement created by these terms and 77.3 conditions.

The nature of processing the nature of processing the nature of processing the nature of the nature

Unless otherwise agreed to in writing by CC, the Client waives their ight to receive a verification statement in accordance with section

it to receive a verification statement of the PSA client must unconditionally ratify any actions taken by CC ler clauses 12.3 to 12.5.

The Client must unconditionally ratity any actions tenen by counter clauses 12.3 to 12. Subject to any express provisions to the contrary (including those contained in this clause 12) nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA. 18 2

Security and Charge
In consideration of CC agreeing to supply the Goods, the Client charges all of its rights, title and interest (whether joint or several) in any land, really or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money). The Client indemnifies CC from and against all CC's costs and disbursements including legal costs on a solitor and own client basis incurred in exercising CCs rights under this clause. The Client riverocably appoints CC and each director of CC as the Client's true and lawful altometyls to perform all necessary acts to give effect to the provisions of this clause 13 including, but not limited to, signing any document on the Client's behalf.

Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)

Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)
The Client must inspect the Goods on delivery and must within seven (7) days of delivery notify CC in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow CC 18.5 to inspect the Goods. Under applicable limitation (CA), certain datutory implied quarantees and warranties (including, without limitation the statutory quarantees under CCA) may be implied into these terms and 18.6 conditions (Non-Excluded Guarantees).

CC acknowledges that nothing in these terms and conditions or in respect of the Non-Excluded Guarantees, CC makes no warranties con other representations under these terms and conditions or in respect of the Non-Excluded Guarantees, CC makes no warranties or other representations under these terms and conditions or in respect of the Non-Excluded Guarantees (CC makes no warranties) but not limited to the quality or suitability of the Goods. CC's liability in the conditions or in the conditions of the conditions or in t

is unable to do so, CC may refund any money the Client has paid for the Goods.

If the Client is not a consumer within the meaning of CCA, CC's liability for any defect or damage in the Goods is:

(a) limited to the value of any express warranty or warranty card provided to the Client by Cc at CC's sole discretion;

(b) limited to any warranty to which CC is entitled, if CC did not consider the consumer of the

(c) otherwise negated absolutely.

Subject to this diause 14, returns will only be accepted provided that:

(a) the Client has complied with the provisions of clause 14.1; and
(b) CC has agreed that the Goods are defective, and
(c) the Goods are returned within a reasonable time at the Client's 18.8 cost (if that cost is not significant); and
(c) cost (if that cost is not significant); and
(c) cost (if that cost is not significant); and
(c) cost (if that cost is not significant); and
(d) cost (if that cost is not significant); and
(d) cost (if that cost is not significant); and
(d) they were delivered as is possible.

Notwithstanding clauses 14.1 to 14.6 but subject to CCA, CC shall 18.9

not be liable for any defect or damage within may be caused or partly caused by or arise as a result of:
(a) the Client lialing to properly maintain or store any Goods;
(b) the Client using the Goods for any purpose other than that for which they expenditurely continued to the cost of the co

Intellectual Property
Where CC has designed, drawn or developed Goods for the Client,
then the copyright in any designs and drawings and documents
shall remain the property of CC. Under no circumstances may such
designs, drawings and documents be used without the express
written approval of CC. may such 21.

designs, drawings and outcomens be understanded.

The Client warrants that all designs, specifications or instructions that client warrants that all designs, specifications or instructions. The Client warrants that all CC in finings any patent, registered design or traderable in the execution of the Client's order and the Client agrees to indemnify CC against any action taken by a third party against CC in respect of any such infringement. The Client agrees that CC may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which CC has created for the Client.

Default and Consequences of Default Interest on overdue invoices shall accure daily from the date when payment becomes during the shall accure daily from the date when payment becomes during the shall accure daily from the date when payment becomes during the shall accure daily from the date when payment becomes during the shall accure daily from the date of two and a half perceed (2.5%) per calendar month (and at CC's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. If the Client owes CC any money the Client shall indemnify CC from and against all costs and disbursements incurred by CC in recovering the debt (including but, not limited to internal and against all costs and disbursements incurred by CC in recovering the debt (including but, not limited to internal contract, and the shall be for the amount of 22.1 the reversed transaction, in addition to any further costs incurred by CC under this datus of 16 where it can be proven that such reversed transaction, in addition to any further costs incurred by CC under this datus of 16 where it can be proven that such reversed is found to be illegal, fraudulent or in contravention to the Client's obligations under this contract. A contract of the shall be shall be shall be shall be antitled without prejudice to CC's other remedies at law CC shall whether or not due for 22.2 payment, become immediately apayable if:

(a) any money payable to CC shall, whether or not due for 22.2 payment, become immediately payable if:
(a) any money payable to CC shoenes overdue, or in CC's opinion the Client with cremains unfulfilled and all amounts owing to CC shall, whether or not due for 22.2 payment, become immediately payable if:
(a) any money payable to CC shoenes overdue, or in CC's opinion the Clie

opinion the Client will be unable to make a payment when it falls due;
(b) the Client has exceeded any applicable credit limit provided by CC:

CC; the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or makes and sasymment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or smilar person is appointed in respect of the Client or any asset 22.5 of the Client.

of the Client.

Cancellation

Without prejudice to any other remedies CC may have, if at any time
the Client is in breach of any obligation (including those relating to
payment) under these terms and conditions CC may suspend or
terminate the supply of Goods to the Client. CC will not be lable to
22.7 (certified to any loss or damage the Client suffers because CC has
exercised its rights under this dause.

CC may cancel any contract to which these terms and conditions
apply or cancel delivery of Coods at any time before the Goods are
delivered by giving written notice to the Client. On giving such notice
CC shall repay to the Client ray money paid by the Client for the
Goods, CC shall not be lable for any loss or damage whatsoever
In the event that the Client cancels delivery of Goods the Client
shall be liable for any and all loss incurred (whether direct or
indirect) by CC as a direct result of the cancellation (including, but
not limited to, any loss of profits).

Cancellation of orders for Goods made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

Privacy Act 1988
The Client agrees for CC to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g., name, address, D.O.B, occupation, previous credit applications, credit history) about the Client in relation to credit provided by CC. The Client agrees that CC may exchange information about the Client in relation to redit provided by CC. The Client and those credit providers and with related body corporates for the following purposes:

(a) to assess an application by the Client; and/or (b) to notify other credit providers and with related body corporates for the following purposes:

(b) to notify other credit providers of a default by the Client; and/or (b) to notify other credit providers and/or with other credit providers as to the status of the providers, and/or with the Client in client in the client of the company of the client in t

payment and/or status in relation to the provision of social, and/or and/or and or any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or enabling the collection of amounts outstanding in relation to the Goods.

Goods.

nay give information about the Client to a CRB for the following oses:

Goods.
C may give information about the Client to a CRB for the following purposes:

(a) too win a consumer credit report.
(b) show the CRB to create or maintain a credit information file about the CIRB to create or maintain a credit information file about the CIRB to treate or maintain a credit information file about the Client including credit history.

The information given to the CRB may include:
(a) personal information as outlined in 18.1 above;
(b) name of the credit provider and that CC is a current credit provider to the Client;
(c) whether the credit provider is a licensee;
(d) type of consumer credit.
(e) details concerning the Client's application for credit or the credit account and the amount requested;)
(a) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and CC has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
(d) as surrounding that discharge (e.g. dates of payments);
(e) as surrounding that for the Client has Committed a serious credit infringement;
(e) a count of the Client of the Client of the Client has committed that the amount for the Client serial from CC:
(a) a copy of the information about the Client retained by CC and the right to request the CC correct any incorrect information; and

'the right to request that CC correct any incorrect information; and (b) that CC does not disclose any personal information about the Client for the purpose of direct marketing, CC will destroy personal information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this contract or is required to be maintained and/or stored in accordance with the law.

The Client can make a privacy complaint by contacting CC via e-mail, CC will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint in the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.

Construction Contracts Act 2004

construction Contracts Act 2004
At CC's Sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Construction Contracts Act 2004 may apply.
Nothing in this agreement is intended to have the affect of contracting out of any provisions of the Construction Contracts Act 2004 of Western Australia, except to the extent permitted by the Act where applicable.

Service of Notices
Any written notice given under this contract shall be deemed to have been given and received:

(a) by handing the notice to the other party, in person;
(b) by leaving it at the address of the other party as stated in this contract;
(c) by sending it by registered post to the address of the other party as stated in this contract;
(d) if sent by fassimile transmission to the fax number of the other party as stated in this contract (if arry), on receipt of (e) if sent by email to fine other party as stated in this contract (if arry), on receipt of (e) if sent by email to fine other party state known email address. Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

Trusts
If the Client at any time upon or subsequent to entering in to the contract is acting in the capacity of trustee of any trust ("Trust") then whether or not CC may have notice of the Trust, the Client covenants with CC as follows:

(a) the contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund;

(b) the Client has full and complete power and authority under the Trust to enter into the contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity.

be a party to any other action which might prejudice that right of indemnity.

The Client will not without consent in writing of CC (CC will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events;

(i) the removal, replacement or retirement of the Client as trustee of the Trust, writing the control of the control of the Client as trustee of the Trust, or any of the control of the Client as trustee of the Trust, or any of the control of the Client as trustee of the control of the Client as trustee of the Trust, or any of the control of the Client as trustee of the control of the Client as trustee of the control of the Client as trusteed or th

(iv) any resettlement of the trust property.

General

The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party is right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

These terms and combined to the shall not be affected, which they apply the shall not be affected, the shall not be affected, the shall not be affected to the shall not be affected. These terms and combined to the shall not be affected, which is the principal note of business, and are subject to the unit-stiction of the Courts in Perth, Western Australia.

Subject to clause 14 CC shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense including loss of profit justfreed by the Client arising out of a breach by CC of these terms and conditions (alternatively CC liability shall exist the content of the courts of the courts

The Client cannot licence or assign without the written approval of CC.
CC may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of CCs subcontractors without the authority of CC.
The Client agrees that CC may amend these terms and conditions by notifying the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for CC to provide Goods to the Client.

Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable comoi of either party.

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