

TERMS AND CONDITIONS OF SALE

Where used below, "We", "Us", "Our", "The Company" refers to Element Windows Pty Ltd and "You", "Your", "The Client" refers to the person who has accepted the order whether verbally, in writing, by signing the Contract of Sale, and / or by providing a purchase order, and, if applicable, the company in which the person is representing themselves to communicate on behalf of.

GENERAL

1. The Client and the Company acknowledge that this contract embodies the whole agreement between them and supersedes all prior oral or written negotiations or communications by either party. The contract shall not be varied unless such variation is in writing and signed by both parties on a Contract Variation Form. Requests for Variation/s to the Contract must be emailed directly to Element Windows, and not through a secondary platform (such as ProCore, EstimateOne etc).
2. All Contract details and these Terms and Conditions will be accepted as correct and agreed to by the Company and the Client when the quotation agreement is signed or a purchase order or subcontract agreement is issued by the Client. The Company shall not be obliged to perform or undertake any work not specifically mentioned herein. Any extra work required or requested by the Client (other than work which is required to correct or remedy any defect in the windows supplied) shall be at additional cost to the Client.
3. Any quotation We give You is not an offer or obligation to sell to You. We will endeavour to maintain the price quoted to You for orders received within a period of 30 days. We reserve the right to accept or reject any order. We are not obliged to supply the goods which You may have ordered unless We accept Your order in writing.
4. The lead time quoted is an estimate at the time made in good faith, We will attempt to meet the lead time, this is not guaranteed. No liability is accepted by the Company for delays due to circumstances beyond the Company's control, and the Company's obligations due to the Client shall be suspended while such causes exist.
5. Any works not specified in the contract, are to be taken as being excluded
6. The Client is to advise on any wind-loadings or energy ratings which will impact on the glass being used. Should the glass need to be upgraded at a later date, any new costs incurred will be payable by the Client.

PAYMENT TERMS

7. The goods supplied to You remain Our property until We receive payment for all amounts You owe Us and those payments are honoured.
8. Unless a commercial agreement is negotiated prior to acceptance of an order, then a deposit is required at the time of placing order, and the balance is due one week prior to pickup or delivery.
9. If credit has been established, then unless otherwise agreed, where we give you credit, all goods supplied must be paid for within the terms of the credit agreement.
10. If the goods are to be supplied in stages, the following will apply:-
 - a. Any progress payments that are nominated are to be paid as per payment schedule stated.
 - b. Payment in full is to be made on each progress payment invoice before we will proceed with the next stage of the contract.
 - c. Payment of each invoice is to be made in full, prior to that invoice being actioned.
 - d. Delivery and Glazing payments must be made in full before the delivery or glazing will occur.
11. If payments are outstanding or have not been honoured, You grant Us the right to enter Your premises or any site on which the goods are located and retake possession of the goods.
12. Any outstanding balance beyond these terms will at our discretion, accrue interest at the current NAB overdraft rate +2%
13. Any unpaid amount past their due date may be forwarded to a collection company, any costs or legal fees incurred will be added to the outstanding amount.
14. We may list any debt with commercial agencies which may effect Your future ability to receive credit.
15. Glazing certificates will be issued once final payment has been received.

LEAD TIMES

16. Only when all items have been approved can processing begin and a production slot can be allocated.
17. Projects can be split into batches only if agreed upon in the Contract Stage.
18. Any requests that disrupt the agreed procedure, such as splitting production into batches, ordering glass before check measure, changing hardware or altering items post-approval, will incur extended lead times and associated costs.

DELIVERY & INSTALLATION

19. If We arrange delivery, We will deliver the goods to the address shown on Your order and will unload the goods on the property at that address provided that:
 - a. The point of delivery is no more than 20 metres from where the delivery truck can safely park without being driven off the road.
 - b. The goods can be carried over a safe and clear ground.
 - c. A representative of You is at the address to receive the goods and sign to accept the goods.
 - d. In the event that the conditions outlined in 13a, 13b, and 13c do not occur, We will endeavour to contact You, but if delivery cannot be completed, then You are responsible for any goods left onsite, and You are liable for the costs of delivery and redelivery of the goods not left on site.
 - e. If You cancel or reschedule delivery within 3 business days of the date agreed, You will be liable for a \$300 reschedule fee.
20. Windows will be delivered and installed (if applicable) to site in good working order and free from defects. Once delivered to site, the windows are the responsibility of the Client.
21. Window frames may be delivered to site with tape on them. This tape is used in our manufacturing process and is not a site specific building protection tape. It may need to be removed by our glaziers when the glass is installed into the window frames. Ensure that this tape is removed within the time frame specified on the tape. If You want to apply protection tape to the windows, please do this after the glass has been installed and the silicon has dried.
22. We reserve the right to make part delivery of any order. You acknowledge that failure by Us to make a delivery of the total order shall not invalidate the sale and We are entitled to invoice You for goods delivered.
23. Unless otherwise stated, glass and glazing and glazed units are supplied on a supply only basis and responsibility for glass and glazing terminates at the point of delivery.
24. If we site glaze or install glazed units, responsibility for the glass ceases as each piece of glass is installed. Should reglazing be carried out by others, Our responsibility for the window performance ceases.
25. If installation is included in the contract, We reserve the right to determine the final installation method as may be structurally necessary.
26. Final cleaning down of the goods are Your responsibility.
27. We will store the products from Your order for up to 2 weeks at no cost. If you require further storage, this will be charged each week at \$500 per week for products relating to one house or unit.
28. If we are doing the check measure or installation for your project, all openings must be fully prepared and ready prior to us being called out to site. If openings are not fully prepared, we will leave site and you will be charged to rebook a new check measure / delivery.
29. It is expected the windows will be delivered / installed within a reasonable time frame. If there are delays onsite which extend the length on the Contract to beyond 4 months, We reserve the right to pass on any price increases that may be incurred from our suppliers.

WARRANTY

30. If you become aware of any deficiency in the quantity or quality or find any damage to goods delivered or installed, You must make Us aware of the problem within 24 hours or We may not accept liability.
31. All check measured sizes are to be checked and signed off by You. Production of windows will not commence until sizes are provided by You.
32. If any service calls are needed, We will undertake any on-site works once, free of charge, providing works fall under warranty. Should further service calls be needed, whether for warranty items or not, our hourly labour rate (\$170 p/h) will be charged, from when we leave our factory to when we return to our factory. Therefore, it is recommended that the project be taken to completion before we are contacted to do any on-site works, so as to avoid unnecessary charges.
33. Where an Anodised surface finish has been selected, colour variations may occur. This shade variation is due to the difference in aluminium alloys available to be used and is beyond Our control. Extrusion lines in the aluminium will be enhanced when anodised.
34. Manufacturing standards and tolerances (as outlined in AS2047 and AS2048) and industry variations in colour of aluminium componentry will not be accepted as defects.
35. You are responsible to adapt the Element Windows products to the construction. Failure to provide adequate support for jambs, sills and heads, especially important for bifold doors and windows, may void any warranty. All frames to be installed 'plumb and square' to ensure correct operation of windows. All Bi-fold Doors and Sliding Doors must be fixed through the head. Bi-folds need secure beams above which can take the weight of the bi-fold.
36. You are to ensure that all products are installed according to recommended installation details as published by the Australian Glass & Window Association, according to the "Element Windows Installation Guide", and in the correct locations according to the information You supplied.
37. Where windows are installed by Element Windows, openings must be fully prepared and ready. All drains and flashings must be in place first. If delays are encountered which are out of our control, or the install is broken up there will be charges for any extra time we spend onsite.
38. Where windows are installed by You or Your builder, the windows must be installed 'plumb and square'. Should windows or doors not operate properly due to incorrect installation, We may not be able to remedy any problems

- and it may void Your warranty. Element Windows will not service windows or doors on any site if they are found to be installed incorrectly, until installation has been corrected and a call out fee will be charged as per item #26.
39. You are to protect reveals from weather conditions within 2 weeks of delivery.
 40. This warranty is only to the value of the Contract of Sale. Included in this value are deliveries and any other expenses.
 41. We will not cover any costs for items not supplied by Element Windows.
 42. If the goods are, in the opinion of Element Windows, not defective or if any defect is attributable to any one or more of the following circumstances, then We are under no obligation whatsoever to the Client.
 - a. You use the goods for a purpose or purposes other than that for which they were intended to be used.
 - b. If the goods are repaired, altered or modified by someone other than Element Windows.
 - c. The defect has arisen due to misuse, abuse, neglect or accident however arising.
 - d. The defect was due to installation of the goods which was not properly carried out.
 - e. Where the defect has arisen as a result of ordinary wear and tear.
 - f. Tarnish or excessive wear on finishes are not covered by this warranty as deterioration is possible under some climatic conditions, frequency of use or other factors.
 43. We are under no obligation under this warranty where You have failed to observe the terms of payment for the goods or any other condition imposed by the terms of this warranty.
 44. Where electric products (Actuators/Strikers etc) are fitted to awnings, doors, casements, louvers etc. Element Windows will fit actuator/striker with cable supplied by manufacturer only. All extra cable, electrical wiring & connections to be done by others.
 45. There will be no acceptance of any back charges or monies held from us unless it has been prior agreed upon and a Variation has been raised by Element reflecting this change to the total Contract sum payable.

ELEMENT WINDOWS PTY LTD

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