

Architectural Windows & Doors Ordering Process Revised March 2019

- 1) Please read the Terms & Conditions and accept the order by returning a **signed** copy finalised quote by email. **50%** of the total GST inclusive value of the quote is required for a deposit using the methods of payment described below.
- 2) Once we have received deposit and quote acceptance, material and hardware is organised for your order. Once all requirements are met to proceed with the production process, the estimated date for product delivery will take approximately 25 business days or as advised by administration. Manufacture sizes for each product is determined either by site measure (once building structure/openings are ready) or by agreed measurements with the builder, this should occur 5-7 business days after confirming your order to meet the estimated lead time.
- 3) You will be issued Claims detailing the amounts and terms for each claim and EFT reference information.
- 4) Once manufacturing measurements are confirmed, you and/or the builder can be advised of a revised delivery date – this can vary from the original approximated lead time due to factors such as: readiness for site measure, detailing; otherwise is approximately 15-20 business days from when measurement/details are finalised. Changes made after manufacture sizes have been confirmed may incur an administration fee plus an extension to the advised estimated lead time.
- 5) An Invoice will be sent for the balance due as manufacturing is nearing completion along with the scheduled delivery date. Payment is required prior to the delivery as either cleared funds or funds transfer receipt showing scheduled payment. Payment on the day of delivery can be made via phone to provide credit card details. Extras / Variations to the confirmed order requires the Full Claim to be paid prior to delivery.

Installation: For orders where Architectural Windows & Doors has provided installation of products, typically 5% of the total value is withheld until completion of this work – alternatively you may request a payment schedule for the contract.

Cancellation: If you need to cancel your order after it is placed, please inform the sales representative immediately followed by your request in writing. Depending on the progress of the order, costs associated with the order such as materials, labour and administration will be deducted from the deposit paid. This may result in a portion or none of the deposit amount to be refunded. Orders cannot be cancelled once manufacture sizes are confirmed, see our [Terms & Conditions of Trade](#) included both on our website and on the 2nd page.

Screens: If screens have been included as part of the order they will be manufactured to suit your products. Flyscreens are reasonably easy to remove and are typically supplied once construction is complete (to minimize risk of damage). Items with difficult access should be advised and screens fitted prior to removal of scaffolding. InvisiGard security screens are typically fitted after painting/rendering has finished, however certain items may be factory-fitted due to access. Please advise us when the project is reaching practical completion with at least 3 weeks' notice and we will schedule a date for screens to be fitted. If optional screens are accepted after the window and door products have been supplied, we may refer you to a 3rd party screen company to fulfil the order directly. **Note:** Centor Retractable screens are confirmed at the time of site-measure and ordered from Centor with an expected 15-20 day lead-time to be supplied to our factory. We usually factory-fit these screens where possible or install on-site at the same time as the product they'll be fitted to. **Note:** Screens value amounts will be included along with the product invoicing claims: amounts relating to the screens will be invoiced separately nor retained until the screens are fitted on-site since this may occur many months after the products have been supplied.

Certification: Product compliance with Australian Standards certification are issued upon completion of the order with receipt of the final claim and any fall-prevention screening solutions provided by AW&D have been fitted as per the requirements.

Warranty: Visit <https://www.windowsdoors.com.au/warranty> to read about our Product Warranty & Guarantee

Handover Service: For orders delivered within our servicing region; a single visit to make any necessary adjustments following the completion of construction (e.g at building hand-over from the builder to the owner) is complimentary with your order. You or your builder should contact us when the practical completion date is approaching to allow for scheduling. Service visits may be carried out prior or following when hand-over has taken place within a reasonable time frame (e.g. 3 months). This should occur after the products have been cleaned tracks/sills are clear of obstructions so that products can be operated and adjusted as necessary otherwise servicing of products could be refused and incur return call-out fee. Any faults relating to incorrect product installation will be deemed as non-warranty.

Faults / After-Sales Support: We require all after-sales enquiries to be submitted via our support portal; enabling collection of necessary information and details. Visit <https://support.windowsdoors.com.au> to send through details of servicing or fault enquiry.

How To Pay Your Deposit:



By Phone & Internet Banking - BPAY Biller
Code: 77099
Ref: 478701

EFT

By Electronic Funds Transfer direct to bank A/C ACC
Name: Architectural Windows & Doors P/L Branch:
Strathpine
BSB: 084 929 (National Australia Bank)
ACC Number: 540 126 384
Payment Reference: Invoice Number



By Phone

Call **07 3889 8800** 8:30am-4:00pm Mon-Fri
to pay using your credit card. Applicable surcharge rates
are listed under Accepted Methods of Payment
<https://www.windowsdoors.com.au/about/information>



Xero Online (via eWAY)

Payment of invoices made online via Xero will be processed
securely by eWAY with applicable Credit Card surcharges
calculated automatically and displayed within the transaction
page

Architectural Windows & Doors Pty Ltd – Terms & Conditions of Trade

1.1	Definitions	11.2	Receipt by the Supplier of any form of payment other than cash shall not be deemed to be payment until that form of payment is honoured, cleared or reprocessed.	18.2	Such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be processed by the Client by written consent, unless subject to an order of law.
1.2	"Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.	11.3	The Supplier warrants that it is authorised to sell the Goods and that the Goods are not subject to any legal proceedings or claims in respect of the Goods.	18.3	Notwithstanding clause 18.1, privacy limitations will extend to the Supplier in respect of Cookies where transactions for purchases/orders transpire directly from the Supplier's website. The Supplier agrees to display relevant to such Cookies and similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Client's:
1.3	"Supplier" means Architectural Windows & Doors Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Architectural Windows & Doors Pty Ltd.	11.4	(a) until ownership of the Goods passes to the Client in accordance with clause 11.1 that the Client is only a bailee of the Goods and must return the Goods to the Supplier on request.	(a) IP address, browser, email client type and other similar details;	
1.4	"Client" means any person, entities or any person acting on behalf of and with the authority of the Client requesting the Supplier to provide the Services as specified in any proposal, quotation, order, invoice or other document and/or any person.	11.5	(b) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and market value; the Client shall, dispose or part with possession of the Goods then the Client must hold the proceeds of any such act on trust for the Supplier and must pay or deliver the proceeds to the Supplier on demand.	(b) tracking website usage and traffic; and	
1.5	(a) if there is more than one Client, it is a reference to each Client jointly and severally; and (b) if the Client is a partnership, it shall bind each partner jointly and severally; and (c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and (d) includes the Client's executors, administrators, successors and permitted assigns.	11.6	(c) the Client shall not convert or process the Goods or interfere with them with other goods but if the Client does so, the Client shall be deemed to be the result of the contract on trust for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(c) reports are available to the Supplier when the Supplier sends an email to the Client, so the Supplier may collect and review / disable the collection of Personal Information by way of Cookies, the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable, provided on the website prior to providing information to the Supplier.	
1.6	"Goods" means the items, materials, components or parts that are the Client's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).	11.7	(d) the Client irrevocably authorises the Supplier to enter any premises where the Supplier believes the Goods are kept and recover possession of the Goods.	18.4	The Client agrees that the Supplier may exchange information about the Client with those credit providers and with related body corporate to the following purposes:
1.7	"Confidential Information" means information of a confidential nature whether oral, written or in electronic form, including, but not limited to, the Contract, either party's intellectual property, operational information, know-how, trade secrets, financial or commercial information, confidential information (including but not limited to, "Personal Information" such as: name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical information details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Client in relation to credit provided by the Supplier.	11.8	(e) 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 the Supplier.	(a) to assess an application by the Client; and/or	
1.8	"Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website, and can be accessed either by the web server or the client's computer. If the Client does not wish to allow Cookies to operate in the background when ordering from the website, then the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to ordering Goods via the website.	11.9	(f) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	(b) to notify other credit providers of a default by the Client; and/or	
1.9	"Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between the Supplier and the Client in accordance with clause 5 below.	12.0	(g) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	(c) to exchange information with other credit providers as to the status of this credit account, where the Client's details change; and/or	
2.1	Acceptance	12.1	(h) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	(d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.	
2.2	The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions of the Supplier's offer to supply the Goods to the Client in accordance with the Contract.	12.2	(i) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.5	The Client consents to the Supplier being given a consumer credit report to collect overdue payment on commercial credit.
2.3	In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.	12.3	(j) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.6	The Client agrees that personal credit information provided may be used and retained by the Supplier for the following purposes (and for other agreed purposes or required by):
2.4	Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.	12.4	(k) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	(a) to obtain a credit report on the Client;	
2.5	The Client acknowledges that the supply of Goods or cash shall not take effect until the Client has completed a credit application with the Supplier and it has been approved with a credit limit established for the account.	12.5	(l) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	(b) to analyse, verify and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or	
2.6	In the event that the supply of Goods or cash exceeds the Client's credit limit and/or the account exceeds the payment terms, the Supplier reserves the right to refuse Delivery.	12.6	(m) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or	
2.7	Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 14 of the Electronic Transactions (Queensland) Act 2001 or any other applicable provisions of that Act or any Regulations referred to in that Act.	12.7	(n) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	(d) enabling the collection of amounts outstanding in relation to the Goods.	
3.1	Errors & Omissions	12.8	(o) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.7	The Supplier may give information about the Client to a CRB for the following purposes:
3.2	The Client acknowledges and accepts that the Supplier, without prejudice, accepts no liability in respect of any alleged or actual errors and/or omissions:	12.9	(p) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	(a) allow the CRB to create or maintain a credit information file about the Client including credit history. The information given to the CRB may include:	
3.3	(a) resulting from an inadvertent mistake made by the Supplier in the formation and/or administration of this Contract; and/or	12.10	(q) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	(i) Personal Information as defined in 18.3 above;	
3.4	(b) contained/omitted from any literature (hard copy and/or electronic) supplied by the Supplier in respect of the Services.	12.11	(r) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	(ii) name of the credit provider and that the Supplier is a current credit provider to the Client;	
3.5	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 willful misconduct of the Supplier, the Client shall not be entitled to treat this Contract as repudiated nor render it invalid.	12.12	(s) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	(iii) whether the credit provider is a licensee;	
4.1	Change in Control	12.13	(t) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	(iv) type of consumer credit;	
4.2	The Client shall give the Supplier 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 limited to, changes in the Client's name, address, contact phone or fax numbers, or business practice). The Client shall be liable for any loss incurred by the Supplier as a result of the Client's failure to comply with this clause.	12.14	(u) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	(v) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);	
5.1	Price and Payment	12.15	(v) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.8	(w) advice of consumer credit details, 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;
5.2	At the Supplier's sole discretion, the Price shall be either:	12.16	(w) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.9	(x) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
5.3	(a) as indicated on any invoice provided by the Supplier to the Client; or	12.17	(x) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.10	(y) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
5.4	(b) the Price as at the date of delivery of the Goods according to the Supplier's current price list; or	12.18	(y) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.11	(z) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
5.5	(c) the Supplier's quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.	12.19	(z) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.12	(aa) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
5.6	The Supplier may vary the Price if a variation to the Supplier's quotation is requested. Any variation from the plan of scheduled works or specifications (including, but not limited to, any variation as a result of additional works required due to unforeseen circumstances such as poor weather conditions, limitations to accessing the site, availability of machinery, safety considerations, prerequisite work by any third party not being completed or as a result of any increase to the Supplier's in the cost of materials and labour) will be charged for on the basis of the Supplier's quotation and will be shown as variations on the invoice. The Client shall be required to respond to any variation submitted by the Supplier within ten (10) working days. Failure to do so will entitle the Supplier to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.	12.20	(aa) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.13	(ab) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
5.7	At the Supplier's sole discretion, a non-refundable deposit may be required.	12.21	(ab) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.14	(ac) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
5.8	Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date's determined by the Supplier, which may be:	12.22	(ac) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.15	(ad) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
5.9	(a) on delivery of the Goods;	12.23	(ad) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.16	(ae) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
5.10	(b) before delivery of the Goods;	12.24	(ae) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.17	(af) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
5.11	(c) by way of instalment/progress payments in accordance with the Supplier's payment schedule;	12.25	(af) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.18	(ag) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
5.12	(d) the date specified on any invoice or other form as being the date for payment; or	12.26	(ag) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.19	(ah) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
5.13	(e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by the Supplier.	12.27	(ah) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.20	(ai) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
5.14	Payment may be made by cash, cheque, bank cheque, electronic bank banking, credit card (a surcharge may apply per transaction), or by any other method as agreed between the Client and the Supplier.	12.28	(ai) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.21	(aj) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
5.15	The Supplier may in its discretion allocate any payment received from the Client towards any invoice that the Supplier determines and may do so at any time after the date of any invoice. In the absence of any payment allocation by the Supplier, payment will be deemed to be allocated in such manner as preserves the maximum value of the Supplier's Purchase Money Security Interest (as defined in the PPSA) in the Goods.	12.29	(aj) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.22	(ak) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
5.16	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 the Supplier nor to withhold payment of any invoice because part of that invoice is in dispute. Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to the Supplier an amount equal to any GST the Supplier must pay for any supply by the Supplier under this or any other agreement for that supply 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 any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.	12.30	(aj) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.23	(al) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
6.1	Delivery of Goods	12.31	(ak) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.24	(am) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
6.2	Delivery of the Goods is taken to occur at the time that:	12.32	(al) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.25	(an) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
6.3	(a) the Client or the Client's nominated carrier takes possession of the Goods at the Supplier's address; or	12.33	(am) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.26	(ao) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
6.4	(b) the Supplier (or the Supplier's nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address.	12.34	(an) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.27	(ap) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
6.5	At the Supplier's discretion, the cost of delivery of the Goods is included in the Price or is added to the Price. Delivery of the Goods to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this Contract.	12.35	(ao) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.28	(aq) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
6.6	The Supplier may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions of these terms and conditions.	12.36	(ap) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.29	(ar) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
6.7	Any time specified by the Supplier for Delivery of the Goods is an estimate only and the Supplier will not be liable for any loss or damage incurred by the Client as a result of Delivery being late. However, both parties agree that they shall make every endeavour to enable the Goods to be delivered at the time and place as was arranged between both parties. In the event that the Supplier is unable to supply the Goods as agreed solely due to any action or inaction of the Client, then the Supplier shall be entitled to charge a reasonable fee for delivery and/or storage.	12.37	(aq) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.30	(as) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
7.1	Risk	12.38	(ar) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.31	(at) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
7.2	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.	12.39	(as) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.32	(au) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
7.3	If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, the Supplier is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Supplier is sufficient evidence of the Supplier's rights to receive the insurance proceeds without the need for any person dealing with the Supplier to make further enquiries.	12.40	(at) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.33	(av) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
7.4	If the Client requests the Supplier to leave Goods outside the Supplier's premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Client's sole risk.	12.41	(au) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.34	(aw) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
7.5	The Client acknowledges that Goods supplied may:	12.42	(av) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.35	(ax) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
7.6	(a) expand, contract or distort as a result of exposure to heat, cold, weather; and	12.43	(aw) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.36	(ay) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
7.7	(b) mark or stain if exposed to certain substances; and	12.44	(ax) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.37	(az) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
7.8	(c) be damaged or disfigured by impact or scratching;	12.45	(ay) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.38	(ba) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
7.9	(d) exhibit variations in shade, tone, colour, texture, surface and finish, and may fade or change colour over time.	12.46	(az) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.39	(bb) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
7.10	The Supplier will make every effort to match batches of product supplied in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur.	12.47	(ba) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.40	(bc) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
8.1	Access	12.48	(bb) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.41	(bd) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
8.2	The Client shall ensure that the Supplier has clear and free access to work site at all times to enable them to undertake the Services. The Supplier's Site Safety Officer will advise the Client of the site (including, without limitation, damage to pathways, driveways and/or concrete or paved or grassed areas) unless due to the negligence of the Supplier.	12.49	(bc) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.42	(be) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
8.3	Underground Locations	12.50	(bd) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.43	(bf) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
8.4	Prior to the Supplier commencing any work the Client must advise the Supplier of the presence of location of all underground services on the site and clearly mark the same. The underground mains & services the Client must identify include, but are not limited to, electrical services, gas services, sewer services, plumbing services, sewer connections, sewer stacks, water mains, irrigation pipes, telephone cables, fibre optic cables, air pumping mains, and any other services that may be on the site.	12.51	(be) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.44	(bg) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
8.5	Whilst the Supplier will take all care to avoid damage by underground services the Client agrees to indemnify the Supplier in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 9.1.	12.52	(bf) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.45	(bh) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
8.6	Compliance with Laws	12.53	(bg) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.46	(bi) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
8.7	The Client and the Supplier shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to installation of the Goods.	12.54	(bh) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.47	(bj) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
8.8	The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for installation of the Goods.	12.55	(bi) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.48	(bk) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
8.9	The Client agrees that the site will comply with any work health and safety (WHS) laws relating to building/construction sites and any other relevant safety standards or legislation.	12.56	(bj) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.49	(bl) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
8.10	Title	12.57	(bk) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.50	(bm) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
8.11	The Supplier and the Client agree that ownership of the Goods shall not pass until:	12.58	(bl) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.51	(bn) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
8.12	(a) the Client has paid the Supplier all amounts owing to the Supplier; and	12.59	(bm) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.52	(bo) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
8.13	(b) the Client has met all of its other obligations to the Supplier.	12.60	(bn) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.53	(bp) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
8.14	Private Policy	12.61	(bo) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.54	(bq) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
8.15	All documents, images or other recorded information held or used by the Supplier is Personal Information, as defined and referred to in clause 18.3 and therefore considered Confidential Information. The Supplier acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 (the Act) including the Part III of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2011 (NDB) and any statutory requirements and the Supplier's Privacy Policy (collectively, "EU Data Privacy Laws"). The Supplier acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information without the authority of the Supplier, the Supplier will make every effort to notify the Client and the Client agrees to indemnify the Supplier for any harm to the Client. The Supplier will notify the Client in accordance with the Act and the GDPR. Any release of	12.62	(bp) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.55	(br) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
8.16	such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be processed by the Client by written consent, unless subject to an order of law.	12.63	(bq) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.56	(bs) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
8.17	Notwithstanding clause 18.1, privacy limitations will extend to the Supplier in respect of Cookies where transactions for purchases/orders transpire directly from the Supplier's website. The Supplier agrees to display relevant to such Cookies and similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Client's:	12.64	(br) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.57	(bt) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
8.18	(a) IP address, browser, email client type and other similar details;	12.65	(bs) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.58	(bu) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
8.19	(b) tracking website usage and traffic; and	12.66	(bt) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.59	(bv) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
8.20	(c) reports are available to the Supplier when the Supplier sends an email to the Client, so the Supplier may collect and review / disable the collection of Personal Information by way of Cookies, the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable, provided on the website prior to providing information to the Supplier.	12.67	(bu) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.60	(bw) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
8.21	The Client agrees that the Supplier may exchange information about the Client with those credit providers and with related body corporate to the following purposes:	12.68	(bv) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.61	(bx) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
8.22	(a) to assess an application by the Client; and/or	12.69	(bw) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.62	(by) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
8.23	(b) to notify other credit providers of a default by the Client; and/or	12.70	(bx) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.63	(bz) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
8.24	(c) to exchange information with other credit providers as to the status of this credit account, where the Client's details change; and/or	12.71	(by) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.64	(ca) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
8.25	(d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.	12.72	(bz) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.65	(cb) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
8.26	The Client consents to the Supplier being given a consumer credit report to collect overdue payment on commercial credit.	12.73	(ca) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.66	(cc) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
8.27	The Client agrees that personal credit information provided may be used and retained by the Supplier for the following purposes (and for other agreed purposes or required by):	12.74	(cb) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.67	(cd) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
8.28	(a) to obtain a credit report on the Client;	12.75	(cc) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.68	(ce) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
8.29	(b) to analyse, verify and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or	12.76	(cd) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.	18.69	(cf) the Client shall not assign or otherwise part with possession of the Goods or otherwise give away any interest in the Goods while they remain the property of the Supplier.
8.30	(c) processing				