

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 for a purpose specified in a schedule of law.
1.1	"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 provide the Goods and that it is not aware of 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:
1.2	"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.	(a)	title 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;
1.3	"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.	(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
(a)	if there is more than one Client, it is a reference to each Client jointly and severally; and	(c)	the Client shall not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is 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 that information (Collectively Personal Information)
(b)	if the Client is a partnership, it shall bind each partner jointly and severally; and	(d)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(d)	In order to enable/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 on the Client's website.
(c)	if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and	(e)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(e)	The Client agrees for the Supplier to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance 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.
(d)	includes the Client's executors, administrators, successors and permitted assigns.	(f)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(f)	The Client agrees that the Supplier may exchange information about the Client with those credit providers and with related body contacts to the following purposes:
1.4	"Goods" means the items specified in the Client's request from time to time (where the context so permits the terms "Goods" or "Services" shall be interchangeable for the other).	(g)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(g)	to assess an application by the Client; and/or
1.5	"Confidential Information" means information of a confidential nature whether oral, written or in electronic form, including, but not limited to, the Client's confidential information, intellectual property, 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 insurance 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.	(h)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(h)	to notify other credit providers of a default by the Client; and/or
1.6	"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.	(i)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(i)	to exchange information with other credit providers as to the status of this credit account, where the Client's details are contained in the Client's credit file;
1.7	"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.	(j)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(j)	to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
1.8	"GST" means Goods and Services Tax (GST) as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).	(k)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(k)	The Client consents to the Supplier being given a consumer credit report to collect overdue payment on commercial credit.
2.1	Acceptance	(l)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(l)	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):
2.1	The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions of trade and to accept any order for the Goods.	(m)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(m)	to analyse, verify and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or
2.2	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.	(n)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(n)	processing of any payment instructions, direct debit facilities and/or direct facilities requested by the Client; and/or
2.3	Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.	(o)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(o)	enabling the collection of amounts outstanding in relation to the Goods.
2.4	The Client acknowledges that the supply of Goods or 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.	(p)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(p)	The Supplier may give information about the Client to a CRB for the following purposes:
2.5	In the event that the supply of Goods or 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, the Supplier reserves the right to refuse Delivery.	(q)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(q)	to obtain a credit report from a credit reporting body (CRB) for the following purposes:
2.6	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.	(r)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(r)	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:
3.1	Errors & Omissions	(s)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(s)	Personal Information as defined in 18.3 above;
3.1	The Client acknowledges and accepts that the Supplier, shall, without prejudice, accept no liability in respect of any alleged or actual errors and/or omissions:	(t)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(t)	name of the credit provider and that the Supplier is a current credit provider to the Client;
(a)	resulting from an inadvertent mistake made by the Supplier in the formation and/or administration of this Contract; and/or	(u)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(u)	whether the credit provider is a licensee;
(b)	contained/omitted from any literature (hard copy and/or electronic) supplied by the Supplier in respect of the Services.	(v)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(v)	type of consumer credit;
3.2	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.	(w)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(w)	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);
4.1	Change in Control	(x)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(x)	advance 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 pursuant to the Credit and Debt Recovery Act 2000 (Queensland) or alternatively that the Client no longer has any overdue accounts and the Supplier has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
4.1	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.	(y)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(y)	advice that the Client, in the opinion of the Supplier, is a limited or serious credit infringement;
5.1	Price and Payment	(z)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(z)	advance of the amount of the Client's overdue payment, which is equal to or more than one hundred and fifty dollars (\$150).
5.1	At the Supplier's sole discretion, the Price shall be either:	(aa)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(aa)	The Client shall have the right to request (by e-mail) from the Supplier:
(a)	as indicated on any invoice provided by the Supplier to the Client; or	(ab)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(ab)	a copy of the Personal Information about the Client related by the Supplier and the right to request that the Supplier correct any incorrect Personal Information; and
(b)	the Price as at the date of delivery of the Goods according to the Supplier's current price list; or	(ac)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(ac)	that the Supplier does not disclose any Personal Information about the Client for the purpose of direct or indirect marketing.
(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.	(ad)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(ad)	The Supplier will deliver 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.
5.2	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.	(ae)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(ae)	The Client may make a privacy complaint by contacting the Supplier via e-mail. The Supplier 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.
5.3	At the Supplier's sole discretion, a non-refundable deposit may be required.	(af)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(af)	Unpaid Seller's Rights
5.4	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:	(ag)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(ag)	The Supplier will let any item with the Supplier for repair, modification, exchange or for the Supplier to perform any other work on the item and the Supplier has no responsibility or liability for any loss or damage to any money owing to or by the Client, the Supplier shall have, until all monies owing to the Supplier are paid:
(a)	on delivery of the Goods;	(ah)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(ah)	a line on the item; and
(b)	before delivery of the Goods;	(ai)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(ai)	the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the item; and
(c)	by way of instalment/progress payments in accordance with the Supplier's payment schedule;	(aj)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(aj)	the right to continue to use the item, such use to be undertaken in accordance with any legislation applicable to the item.
(d)	the date specified on any invoice or other form as being the date for payment; or	(ak)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(ak)	The Client shall have the right to request (by e-mail) from the Supplier:
(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.	(al)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(al)	a copy of the Personal Information about the Client related by the Supplier and the right to request that the Supplier correct any incorrect Personal Information; and
5.5	Payment may be 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.	(am)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(am)	that the Supplier does not disclose any Personal Information about the Client for the purpose of direct or indirect marketing.
5.6	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).	(an)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(an)	The Supplier will deliver 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.
5.7	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.	(ao)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(ao)	The Client may make a privacy complaint by contacting the Supplier via e-mail. The Supplier 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.
6.1	Delivery of Goods	(ap)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(ap)	The Client shall have the right to request (by e-mail) from the Supplier:
6.1	Delivery of the Goods is taken to occur at the time that:	(aq)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(aq)	a copy of the Personal Information about the Client related by the Supplier and the right to request that the Supplier correct any incorrect Personal Information; and
(a)	the Client or the Client's nominated carrier takes possession of the Goods at the Supplier's address; or	(ar)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(ar)	that the Supplier does not disclose any Personal Information about the Client for the purpose of direct or indirect marketing.
(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.	(as)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(as)	The Supplier will deliver 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.
6.2	At the Supplier's discretion, the cost of delivery of the Goods is included in the Price or is in addition 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.	(at)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(at)	The Client may make a privacy complaint by contacting the Supplier via e-mail. The Supplier 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.
6.4	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.	(au)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(au)	The Client shall have the right to request (by e-mail) from the Supplier:
6.5	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.	(av)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(av)	a copy of the Personal Information about the Client related by the Supplier and the right to request that the Supplier correct any incorrect Personal Information; and
7.1	Risk	(aw)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(aw)	that the Supplier does not disclose any Personal Information about the Client for the purpose of direct or indirect marketing.
7.1	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.	(ax)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(ax)	The Supplier will deliver 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.
7.2	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.	(ay)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(ay)	The Client may make a privacy complaint by contacting the Supplier via e-mail. The Supplier 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.
7.3	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.	(az)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(az)	The Client shall have the right to request (by e-mail) from the Supplier:
7.4	The Client acknowledges that Goods supplied may:	(ba)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(ba)	a copy of the Personal Information about the Client related by the Supplier and the right to request that the Supplier correct any incorrect Personal Information; and
(a)	expand, contract or distort as a result of exposure to heat, cold, weather; and	(bb)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(bb)	that the Supplier does not disclose any Personal Information about the Client for the purpose of direct or indirect marketing.
(b)	mark or stain if exposed to certain substances; and	(bc)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(bc)	The Supplier will deliver 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.
(c)	be damaged or disfigured by impact or scratching;	(bd)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(bd)	The Client may make a privacy complaint by contacting the Supplier via e-mail. The Supplier 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.
(d)	exhibit variations in shade, tone, colour, texture, surface and finish, and may fade or change colour over time.	(be)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(be)	The Client shall have the right to request (by e-mail) from the Supplier:
8.1	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.	(bf)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(bf)	a copy of the Personal Information about the Client related by the Supplier and the right to request that the Supplier correct any incorrect Personal Information; and
8.2	Access	(bg)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(bg)	that the Supplier does not disclose any Personal Information about the Client for the purpose of direct or indirect marketing.
8.1	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 Services shall be performed at 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.	(bh)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(bh)	The Supplier will deliver 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.
9.1	Underground Locations	(bi)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(bi)	The Client may make a privacy complaint by contacting the Supplier via e-mail. The Supplier 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.
9.1	Prior to the Supplier commencing any work the Client must advise the Supplier of the precise 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.	(bj)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(bj)	The Client shall have the right to request (by e-mail) from the Supplier:
9.2	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.	(bk)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(bk)	a copy of the Personal Information about the Client related by the Supplier and the right to request that the Supplier correct any incorrect Personal Information; and
10.1	Compliance with Laws	(bl)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(bl)	that the Supplier does not disclose any Personal Information about the Client for the purpose of direct or indirect marketing.
10.1	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.	(bm)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(bm)	The Supplier will deliver 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.
10.2	The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for installation of the Goods.	(bn)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(bn)	The Client may make a privacy complaint by contacting the Supplier via e-mail. The Supplier 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.
10.3	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.	(bo)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(bo)	The Client shall have the right to request (by e-mail) from the Supplier:
11.1	Title	(bp)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(bp)	a copy of the Personal Information about the Client related by the Supplier and the right to request that the Supplier correct any incorrect Personal Information; and
11.1	The Supplier and the Client agree that ownership of the Goods shall not pass until:	(bq)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(bq)	that the Supplier does not disclose any Personal Information about the Client for the purpose of direct or indirect marketing.
(a)	the Client has paid the Supplier all amounts owing to the Supplier; and	(br)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(br)	The Supplier will deliver 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.
(b)	the Client has met all of its other obligations to the Supplier.	(bs)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(bs)	The Client may make a privacy complaint by contacting the Supplier via e-mail. The Supplier 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.
12.1	Personal Property Securities Act 2009 ("PPSA")	(bt)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(bt)	The Client shall have the right to request (by e-mail) from the Supplier:
12.1	This clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.	(bu)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(bu)	a copy of the Personal Information about the Client related by the Supplier and the right to request that the Supplier correct any incorrect Personal Information; and
12.2	Upon assenting to these terms and conditions in writing the Client 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 the Supplier to the Client.	(bv)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(bv)	that the Supplier does not disclose any Personal Information about the Client for the purpose of direct or indirect marketing.
12.3	The Client undertakes to:	(bv)	the Client must not convert or process the Goods or intermix them with other goods but if the Client does so, the Client shall ensure the resulting product is for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.	(bv)	The Supplier will