

## TERMS AND CONDITIONS OF SALE

### 1. CLARIFICATION

- 1.1 All remittance must be sent to [accounts@alusmart.com.au](mailto:accounts@alusmart.com.au) when payments are made to ALUSMART and **Clients name, sales person and proof must be provided.**
- 1.2 All products remain the property of ALUSMART until such time as all accounts are finalized.
- 1.3 All keys remain with ALUSMART until accounts are settled.
- 1.4 All hinged doors and folding doors must remain locked for 48 hours after glazing.
- 1.5 Lead times vary in accordance with scope of works. ALUSMART is not responsible for delays.
- 1.6 No allowances made for engineering.
- 1.7 No allowances made for Union sites or any other site allowances.
- 1.8 All frames are viewed from outside and will be manufactured to sizes quoted.

### 2. QUOTES

2.1 QUOTES are valid for acceptance within **7 days** unless otherwise specified. To accept the quote, ALUSMART requires an upfront part-payment prior to commencing any work. ALUSMART's payment terms are as follows:

#### 2.1.1 FOR SUPPLY AND INSTALL

**An upfront part-payment of 50%** of the total value is required for scheduling and production. **Further 50% cleared funds** is required for delivery of goods to the client designated installation address. Alternatively, 10% may be paid at quote acceptance, 50% at order and 40% three days before installation. By making part-payment to ALUSMART, it is acknowledged that you have read, understood and accepted the Terms and Conditions herein.

#### 2.1.2 FOR SUPPLY ONLY

**Full upfront payment** is required for scheduling and production. By making the payment, it is acknowledged that you have read, understood and accepted our Terms and Conditions herein.

#### 2.1.3 PRICE ADJUSTMENTS ON EXTENDED LEAD TIME

In the event that the period from the acceptance of the quote and initial payment to the commencement of production or installation **exceeds 90 days**, ALUSMART reserves the right to reassess and adjust the previously agreed-upon prices. This price review may be necessary due to various factors, including but not limited to changes in material costs, labor costs, and other operational expenses that can be subject to fluctuation over extended periods. Should a price adjustment be required, ALUSMART will provide the customer with a written notification of the adjusted price. Continued engagement by the customer with ALUSMART following the notification of a price adjustment will be considered acceptance of the new pricing terms.

### 3. SITE MEASUREMENT

- 3.1 Site measure will only commence once **QUOTATION is approved** and agreed to be site measured.
- 3.2 For newbuilds, the openings are to be ready for measure with all openings fully prepared by builder prior to frame installation with sill support, adequate fixing and perimeter flashing to stud walls in accordance to BCA.

### 4. STANDARDS AND REGULATIONS

- 4.1 ALUSMART products and services are quoted in accordance with Australian Standards and Regulations. Please note that Bushfire Requirements, Site Ratings & Engineering and Energy Reports are the responsibility of the client. When provided to ALUSMART the quote will be resubmitted to the client and adjusted accordingly to comply. These reports are required before commencement of manufacturing otherwise additional costs may occur.
- 4.2 ALUSMART will adhere to fabrication and technical manuals as specified by the systems' specifications.
- 4.3 All ALUSMART installers will abide by ALUSMART terms and conditions and warranties of installation.

### 5. SITE ACCESS AND LIFTING EQUIPMENT

- 5.1 All scaffolding, hoisting, craneage, elevating work platform, boom and scissor lifts to be supplied by Builder/Client (Please Note: some projects require specialised equipment or craneage to satisfactorily complete. Please discuss and finalise this requirement with ALUSMART before commencement of installation. Costs may vary and these costs will be passed on to the Builder / Client).
- 5.2 Safe and adequate access must be provided on site to each opening, and each opening must be ready for window or door to be installed. If there is no safe and adequate access, or the openings are not ready for install, an attendance fee will be charged for each additional site visit.

### 6. WARRANTIES AND LIABILITY

- 6.1 Subject to the conditions set out below ALUSMART warrants that the goods will correspond to their specification at the time of delivery and will be free from defects in material and workmanship for a period of ten years from the date of practical completion of the glazing of the project for which the goods were delivered.
- 6.2 The above warranty in 6.1 is given by ALUSMART subject to the following conditions:

6.2.1 The warranty in respect of any moving parts in the goods shall be limited to a period of two years from the date of practical completion of the glazing of the project for which the goods were delivered.

6.2.2 ALUSMART shall be under no liability in respect of any defect in the goods arising from any drawing, design or specification supplied by the Buyer.

6.2.3 The goods must in a proper workman like manner be installed and maintained in strict accordance with the relevant Australian standards and with ALUSMART recommendations.

6.2.4 ALUSMART shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow ALUSMART instructions or recommendations (whether oral or in writing), misuse or alteration or repair of the goods without ALUSMART approval.

6.2.5 ALUSMART shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the goods has not been paid by the due date for payment.

6.2.6 The above warranty does not extend to parts, materials or equipment not manufactured by ALUSMART, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to ALUSMART.

6.2.7 Important to note, as of the 12th of February 2024, ALUSMART is under new ownership. Any warranties for products purchased or services rendered before this date are void and no longer applicable.

6.2.8 ALUSMART shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of ALUSMART obligations in relation to the goods, if the delay or failure was due to any cause beyond ALUSMART's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond ALUSMART's reasonable control:

- a. Act of God, explosion, flood, tempest, fire, or accident
- b. war or threat of war, sabotage, insurrection, civil disturbance, or requisition
- c. acts, restrictions, regulations, by-laws, prohibitions, or measures of any kind on the part of any governmental, parliamentary, or local authority
- d. import or export regulations or embargoes
- e. strikes, lockouts or other industrial actions or trade disputes (whether involving employees of ALUSMART or of a third party)
- f. difficulties in obtaining raw materials, labour, fuel, parts, or machinery
- g. power failure or breakdown in machinery

## **7. FRAMES AND GLASS**

7.1 There is no glass protection included.

7.2 Frames are protected with low-tack tape only.

7.3 There is no Frame or Glass cleaning included.

7.4 There is no site storage unless client assumes full responsibility.

7.5 There is no pressing or caulking where frames meet cladding or sheeting included unless directly specified.

7.6 There is no provision for trims, linings, column linings, claddings, shadow line angles negative details or other horizontal or vertical pressings included in this quotation, unless directly specified.

7.7 ALUSMART will take no responsibility for goods damaged or stolen from customer's site. Any damaged or stolen goods will be replaced at customer's cost.

7.8 There is no repair work allowance made for structural, plastering, rendering or otherwise. ALUSMART does not accept responsibility for damages made to existing walls, tiles, paint, plaster or security screens during removing old windows and installing new ones.

7.9 Basic trade site clean is included at time of installation. Final clean by builder / owner.

## **9. CANCELATIONS**

9.1 The Customer may request a cancellation of the goods and services at any time. This may result in full, partial or null refund of monies paid in advance, based on the stage of production at the time of cancellation. The Customer agrees to have a deduction of all costs incurred by ALUSMART up to the day of cancellation including administrative, logistics and storage costs.

## **8. BANK TRANSFER DETAIL**

8.1 Account Name: POP FAMILY TRUST, BSB: 086006, ACCOUNT NUMBER: 414563751

## **9. CONTACT AND COMMUNICATION**

9.1 ALUSMART, 51 FURNISS RD, DARCH WA 6065, TEL 1800 258 762, [office@alusmart.com.au](mailto:office@alusmart.com.au)

9.2 All communications must be in email written correspondence or messaging.