



Customer Terms & Conditions

1. APPOINTMENT

- 1.1 The Customer described in the attached order, quote or invoice (**Customer**) appoints True Style Timber Windows & Doors Pty Ltd (**True Style**) to provide the Customer with the goods and/or the installation services (**Services**) described in the attached order, quote or invoice (**Goods**) on the terms and conditions set out in these Terms.
- 1.2 The Customer acknowledges and agrees that:
 - (a) True Style may provide Goods and Services to the Customer's competitors; and
 - (b) True Style may engage the services of subcontractors or agents in order to deliver the Goods and/or Services to the Customer.
- 1.3 By placing an order for the Goods and Services and by accepting delivery of the Goods the Customer accepts these Terms.

2. TRUE STYLE REPRESENTATIONS

- 2.1 When providing the Customer with Goods and/or Services, True Style will:
 - (a) use all due care, skill, competence and diligence with a level of knowledge and expertise as is necessary;
 - (b) ensure that the Goods are manufactured by appropriately trained and experienced personnel;
 - (c) comply with all applicable laws; and
 - (d) respond to all reasonable directions that the Customer provides to True Style.
- 2.2 True Style warrants that the Goods are fit for the purpose described in its written materials and does not provide any other warranty or representation in respect of the Goods.
- 2.3 True Style is not a provider of advisory services and makes no representations in respect of any design or construction being undertaken by the Customer.

3. CUSTOMER REPRESENTATIONS

- 3.1 The Customer acknowledges and agrees that:
 - (a) except where the Services include the installation of the Goods, the Customer is responsible for any and all costs, damage and liability that may arise as a result of or in connection with the installation of the Goods;
 - (b) the Customer will provide True Style with clear reasonable instructions in a timely

manner in order to enable True Style to effectively manufacture and deliver the Goods and Services;

- (c) except where the Services include the installation of the Goods, the Customer represents to True Style that it will only use the services of a qualified joiner or builder to conduct the installation of the Goods;
 - (d) the Customer will provide True Style with accurate, correct and complete information requested by True Style in order to manufacture and deliver the Goods and Services to the Customer;
 - (e) True Style's ability to manufacture and deliver the Goods will be impacted by the quality of the information that the Customer provides to True Style.
- 3.2 The Customer warrants that it has full necessary corporate and other authority to enter into these Terms.

4. COLLECTING AND DELIVERY OF GOODS

- 4.1 The Customer acknowledges and agrees that:
 - (a) the Customer is responsible for everything that happens to the Goods after they have left True Style's warehouse for delivery;
 - (b) True Style will not have the Goods whilst in transit and the Customer will be required to pay for the Goods in full even if the Goods are damaged in transit;
 - (c) the Customer will pay any additional costs, fees, levies or charges associated with the delivery of the Goods to the Customer which includes but is not limited to freight costs, postage, duties and charges or fees for handling or storing the Goods plus any GST on these items.

5. SUPPLY OF SERVICES

- 5.1 True Style agrees to:
 - (a) undertake the Services exercising the standard of care that would be expected of a contractor experienced and skilled in works of that nature;
 - (b) undertake the Services in accordance with these Terms and all applicable laws, guidelines, codes of conduct including but not limited to all relevant Australian Standards and these Terms;
 - (c) provide all information (including all manuals, guides, instructions, procedures and drawings) necessary for the proper



Customer Terms & Conditions

and safe storage, use, operation, and maintenance, of the Goods; and
(d) provide all equipment, installation materials, labour and other things necessary to undertake the tasks and activities required to carry out the Services.

6. THIRD PARTY COSTS

- 6.1 The Customer acknowledges and agrees that:
- (a) True Style may incur costs from other parties on behalf of the Customer in order to facilitate the manufacture or delivery of True Style's Goods (**Third Party Costs**); and
 - (b) the Customer must reimburse True Style all Third Party Costs within five (5) days of receipt of a tax invoice for any Third Party Costs issued by True Style.

7. FEES AND PAYMENT

- 7.1 In consideration of True Style providing the Goods and/or Services, the Customer agrees to True Style the purchase price and fees notified to the Customer in the written quote provided by True Style (**Fees**).
- 7.2 True Style agrees to provide the Customer with an invoice for Fees prior to commencing the manufacturing of the Goods (**Invoice**).
- 7.3 The Customer agrees to pay a deposit equal to 50% of the Fees upon placing an order for the Goods unless otherwise specified in the quote (**Deposit**).
- 7.4 The Customer agrees to pay the Deposit prior to True Style manufacturing the Goods and acknowledges and agrees that the Deposit is non-refundable
- 7.5 The Goods will not be delivered to the Customer unless and until payment is received by True Style in full. The Goods remain the property of True Style until such a time as the Customer has paid for the Goods and any Third Party Costs in full.

8. DEFAULT INTEREST

- 8.1 In the event that the Customer fails to pay to True Style the Fees, any Third Party Costs or any other amount due in accordance with these Terms, the Customer acknowledges and agrees that True Style may seek to recover any amounts owed to it as well as any cost, loss or damage that it incurs as a result of pursuing the Customer for payment of the outstanding

amount (including legal costs) and including by retaking possession of any unpaid Goods. The Customer hereby provides a license to True Style to enter the Site to exercise this right.

- 8.2 True Style reserves the right to report a Customer's overdue account to a credit reporting agency should payment remain outstanding for more than 60 days, and/or issue legal proceedings to recover any outstanding invoices.
- 8.3 The Customer will also be liable to pay interest (18% per annum calculated daily), and all legal recovery costs associated with such action on an indemnity basis.

9. SECURITY INTEREST

- 9.1 The Customer grants to True Style a Security Interest over the Goods and associated materials to secure payment of the Fees and the Customer's performance of its obligations to True Style under these Terms.
- 9.2 The Customer consents to True Style Timber registering its Security Interest on the PPSR and agrees to provide all assistance reasonable required by True Style to facilitate registration immediately on demand.
- 9.3 In the event that the Customer fails to pay to True Style the Fees, any Third Party Costs or any other amount due in accordance with these Terms, True Style may in addition to its rights contained in clause 8 pursue any additional or alternative remedies provided by law including but not limited to enforcing its Security Interest under the PPSA.
- 9.4 Upon payment in full of the Fees and any other amount owing to True Style by the Customer in accordance with clause 7.5:
- (a) title and ownership of the Goods shall pass to the Customer; and
 - (b) True Style must on request from the Customer discharge the Security Interest over the Goods.

10. CANCELLATION OF ORDER

- 10.1 In the event that the Customer owes any outstanding amount to True Style, True Style may cancel, suspend or change the manufacture or delivery of any Goods or Services it provides to the Customer.
- 10.2 The Customer acknowledges and agrees that once it appoints True Style to manufacture and deliver the Goods, that order cannot be



Customer Terms & Conditions

cancelled, and the Goods must be paid for in full.

10.3 The Customer indemnifies True Style in respect of any claim, cost, loss or damage that True Style suffers as a result of any attempt or actual change in the manufacturing or delivery of the Goods made at the request of the Customer.

11. GOODS AND SERVICES TAX (GST)

11.1 Unless otherwise stated, all amounts payable under these Terms are expressed to be exclusive of, but subject to, GST.

11.2 Both parties acknowledge that if GST applies to a supply made under these Terms the party that receives the supply must pay any GST on that supply, in addition to any consideration that is payable for that supply. It must do so at the same time and in the same way as it is required to pay the consideration for the supply.

12. CONFIDENTIAL INFORMATION

12.1 The Customer acknowledges and agrees that any material sent to True Style by the Customer will be deemed not to be confidential. This includes any questions, comments, suggestions, ideas or any other information that the Customer may send to True Style.

12.2 Unless the Customer indicates to True Style in writing that any material provided is confidential or proprietary in nature, True Style may:

- (a) use any material that the Customer provides to True Style; and
- (b) the Customer gives up any rights they may have to ownership or compensation of that material.

12.3 Both parties to these Terms acknowledge and agree that they will not disclose to any third party any Confidential Information without the prior written consent of the party to which the information relates.

13. INTELLECTUAL PROPERTY

13.1 True Style retains ownership of all intellectual property rights such as rights in any patent, invention, copyright, design or trademark whether registered or unregistered (**Intellectual Property Rights**) in the Goods and any preparatory works (**Intellectual Property**). The Customer does not obtain any rights to True Style's Intellectual Property.

13.2 The Customer agrees that it will not in any way publish, reproduce, distribute or

manipulate any of True Style's Intellectual Property or any materials provided to the Customer by True Style. The Customer acknowledges that this includes reproduction of the Goods in any way or producing any imitation or counterfeit of the Goods.

13.3 The Customer acknowledges and agrees that it is liable for any loss that it may incur or suffer as a direct or indirect result of a breach by the Customer of the Intellectual Property Rights of True Style or any third party in connection with these Terms.

13.4 True Style and the Customer agree that:

- (a) True Style may use photographs of the Goods installed by the Customer as a reference site including on electronic and/or print media platforms or in any promotional material; and
- (b) the Customer grants True Style a worldwide royalty free ongoing licence to do so.

14. LIABILITY AND INDEMNITY

14.1 To the extent permitted under the Australian Consumer Law:

- (a) The Customer acknowledges and agrees that True Style is not responsible for any loss or damage of any kind arising out of or in connection with the Goods and/or Services (including delay costs).
- (b) In the unlikely event that the Goods cause damage or loss, while in the control of the Customer, the Customer is solely responsible for that damage or loss. True Style is not responsible for any such loss.
- (c) The Customer indemnifies True Style for any cost, loss or damage that True Style suffers or incurs as a result of any third party action arising out of the Customers use of the Goods.
- (d) Except as contemplated by clause (e) below, nothing in this Agreement is intended to limit any rights of the Customer and/or True Style under the Australian Consumer Law.
- (e) If the Australian Consumer Law or any other legislation provides that there is a guarantee in relation to any Good or Service supplied by True Style in connection with these Terms, True



Customer Terms & Conditions

Style's liability for failing to comply with that guarantee is limited to:

- i. in the case of a supply of Goods, True Style replacing the Goods or supplying equivalent goods, repairing the Goods, paying the cost of replacing the Goods or of acquiring equivalent goods, or paying the cost of having the Goods repaired; or
- ii. in the case of a supply of Services, True Style supplying the services again or paying the cost of having the services supplied again.

15. GENERAL

- 15.1 These Terms are governed by the laws of Victoria, Australia.
- 15.2 The parties must agree in writing prior to transferring or assigning any rights under these Terms.
- 15.3 If any of the terms of these Terms are invalid or unenforceable, the remainder of the Terms continue to be valid. These Terms can only be varied in writing signed by True Style and the Customer.

16. DEFINITIONS AND INTERPRETATION

16.1 Definitions

In these terms:

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010 (Cth)* and the corresponding provisions of State fair trading legislation.

Claim means a claim, action, proceeding or demand made against a party, whether present or future, fixed or unascertained, actual or contingent.

Confidential Information means any information of any form relating to or disclosed in the course of these terms which is in fact, is reasonably regarded as, or is marked as, confidential or proprietary to the disclosing party. "Confidential Information" includes without limitation data, drawings, designs, know-how, technology, accounting and financial information, software, software code and pricing methodology. "Confidential Information" excludes information that is in the public domain (unless it entered the public domain through breach of confidentiality), is already known by the other party at the date of these terms, is developed independently by either of the parties or is obtained lawfully from a third party without any breach of confidentiality.

Site means the delivery address of the Customer stated in the Quote or as otherwise notified to True Style.

Loss means any loss, liability, damage, cost, charge, expense, suffered or incurred, including without limitation interest and legal expenses (calculated on a full indemnity basis)

PPSA means the *Personal Property Securities Act 2009* (as amended).

PPSR means the Personal Property Securities Register

Security Interest has the meaning ascribed to it in the PPSA.

Terms means these terms and conditions, including any terms set out on an attached quote, invoice or receipt.