

TERMS AND CONDITIONS OF SALE (SEPTEMBER 2024)

These terms and conditions of Sale (**Terms and Conditions**) as well as any quote that Doors Direct Pty Ltd ITF The Gosney Family Trust TA Doors Direct (**us, we, Doors Direct**) provide you (either in writing or orally) form the basis on which we will provide the Goods and Services to you.

You may accept these Terms and Conditions by instructing us to proceed with the Quote that we provide you either orally or in writing.

1. ORDERS

- (a) The Customer agrees to the terms and conditions contained in this document upon the Customer signing this form and returning it to Doors Direct, or upon the Customer placing an order for Goods or Services, whether or not a deposit has been paid.
- (b) The Goods and Services do not have to be supplied to the Customer unless the Customer accepts Doors Direct quotation and places an order with Doors Direct and Doors Direct thereafter agrees to fulfil that Quote.
- (c) Quotations are valid for 30 days only and are conditional on the Customer supplying correct details and Doors Direct inspecting the site and confirming measurements, suitable fixings and clearances and fittings for the installations of any products. Quotations are also subject to availability of products. Where you have supplied the incorrect information we are able to change the Quotation.
- (d) You, the Customer are liable to pay to Doors Direct and in the manner and at the times directed, the amount set out in a Quote for the relevant Goods and Services (**Price**), including any amendment to the Price under these Terms and Conditions or as agreed from time to time.
- (e) Unless previously agreed, the Customer may only cancel an order if Doors Direct is indemnified against any loss caused by such cancellation and the Customer pays to Doors Direct such amount that is reasonable for the Quote.
- (f) Roller doors can at times rub the colour off the back of the door when the door rolls onto itself. If this occurs, the door manufacturer recommends that tape is installed on the back of the door to prevent this from happening.

- (g) Dark coloured doors can show more imperfections in the panels than lighter colours.
- (h) Door colour choice is completely up to the customer. We can suggest colours that may suit; however, this is only our opinion and the final decision is to be made by the customer when they accept the Quote.
- (i) Tilt doors have a gap around the outside edge on all sides to allow for how the tilt door will operate and will not seal your garage when in the closed position. The measurements taken are the closest we can do to allow for optimal operation.
- (j) When choosing a 'smooth finish' please be aware this often shows any imperfections in the door sheeting. Due to this the manufacturer requires you to sign a disclaimer to say you accept the product as it comes.
- (k) If the required nog supports/ fixings are not in the correct position for us to install the motor and/or door, we may need to drill multiple holes in the ceiling and/or walls until we find the appropriate supports. While we do our very best to avoid this, any repairs to the ceiling or walls will be at the customer's expense and are expressly excluded from the Quote.

2. RETENTION OF TITLE:

- (a) Title in any Goods will not pass to the Customer until Doors Direct has received full payment for the Goods, and until all payments have been cleared. Until such time, Doors Direct has the right to call for, or recover the Goods, and for this purpose, Doors Direct, its employees or its agents may, without notice, enter the Customer's premises or other place where the Goods may be stored. The Customer, when requested to do so, must deliver the Goods to Doors Direct, who shall not be held liable for any cost or damage caused by such recovery.

Until payment is received in full, no warranty claims will be attended to.
- (b) The Customer may sell and deliver the Goods in the normal course of the Customer's business, provided the Customer keeps records of the sale of same, and the Customer must account to Doors Direct for any sale of the Goods if the Goods have not been paid for by the Customer.

- (c) If Doors Direct has not received full payment for the Goods the Customer must store the Goods in such a manner that clearly shows the Goods belong to Doors Direct and the Customer will hold the Goods and any proceeds from the sale of the Goods in a fiduciary capacity on behalf of Doors Direct.
- (d) If any payment for the Goods is overdue in whole or part, Doors Direct may (without prejudice to any of its rights) charge interest on the account outstanding at the interest rate that is equivalent to the current RBA cash rate plus 3% per annum on the amount then outstanding until paid for in full.
- (e) Doors Direct reserves the right to withhold further delivery or Services, recover any Goods and to withdraw any credit arrangement, should full payment not be forthcoming for any reason.
- (f) The Customer agrees that by signing this form, paying the deposit or by placing an order for Goods, it consents to granting a security interest (as defined in the *Personal Property Securities Act 2009*) in favour of Doors Direct in respect of all the Customer's present and future personal property and proceeds, and/or, the Goods themselves, as collateral for any amounts payable by the Customer to Doors Direct. The Customer consents to Doors Direct registering an interest on the *Personal Property Securities Register* to protect its security interest and agrees to do all things necessary to enable Doors Direct to register such an interest. The Customer waives its right to receive notification of the registration.

3. TRADING TERMS:

- (a) Our payment terms are strictly COD and payment is required to be made to the Doors Direct representative onsite on completion of the job, unless otherwise agreed in writing by Doors Direct.
- (b) No retentions are permitted unless previously agreed to in writing by Doors Direct.
- (c) Doors Direct reserves the right to retain remotes or keys for any door and/or motor installed by it if the Customer is not present to make payment. The remotes or keys will be posted to the Customer once

payment is received in full.

- (d) For all third-party orders, Doors Direct requires payment in full to proceed with the order. A third-party order is any order where the customer requesting the Goods/Services is not the owner of the premises at which the Goods/Services are to be installed/carried out, and is organising the job on someone else's behalf (for example a builder).

4. REPLACEMENT PARTS

If any Goods are replaced, these will be standard manufacturer's parts of an equivalent standard (or as close as possible), and the parts replaced will remain the property of Doors Direct until full payment for any outstanding order is received from the Customer.

5. DELIVERY

- (a) Every care is used in the handling of the Goods. Unless otherwise agreed to, Doors Direct takes no responsibility for loss or damage in transit, or any loss of profit or revenue, or any consequential loss, either directly or indirectly.
- (b) Doors Direct has the right to touch-up paint to minor scratches or damage caused in transit or installation of Goods.
- (c) If for any reason the Customer does not take delivery of the Goods when ready, Doors Direct will be entitled to charge storage fees at a reasonable daily rate.
- (d) The Goods will be at the sole risk of the Customer upon and after delivery to the Customer.

6. WARRANTY:

- (a) Doors Direct offers a 12-month installation warranty on all new door and motor installations on new goods only supplied by Doors Direct under normal usage and proper operation as instructed or advised by Doors Direct, subject to the exclusions in clause 7. This covers the labour component of installing the Goods to the manufacturer's specifications.
- (b) If a claim is made under warranty for a third-party product, Doors Direct

will forward the claim onto the manufacturer for actioning. The Customer acknowledges that any repairs or replacement will be undertaken by the manufacturer, unless specified by Doors Direct. Proof of purchase MUST be provided at the time of the Warranty claim.

- (c) All products supplied by Doors Direct that are not manufactured by Doors Direct are warranted by the applicable manufacturer in accordance with their terms and conditions and warranty periods. Copies of manufacturer's warranties are available on request.
- (d) If a customer requests a call back within the warranty period and Doors Direct attend the site and find the issue is not covered under warranty by Doors Direct or the manufacture, then Doors Direct may charge the Customer the higher of:
 - (i) The call out fee as notified to the Customer prior to attending the site; or
 - (ii) \$165 plus GSTDoors Direct may charge a lower amount in its sole discretion.
- (e) Our warranty does not apply to any defect, loss or damage arising or caused directly or indirectly by or as a result of:-
 - (i) Any masonry rendered or other surfaces cracking or collapsing during installation of the door;
 - (ii) Any defect or deterioration of timber including drying out after installation;
 - (iii) Any weakening or collapse of the structure to which the doors are affixed occurring any time after installation;
 - (iv) Any damage to or deterioration in the condition of the doors occurring in transit by customer nominated or appointed carrier or occurring after delivery and prior to installation;
 - (v) Any defect (including defects in component parts or accessories)

rising from or attributable to the failure to carry out normal preventive maintenance or adjustment as set out in the manufacturers specifications;

- (vi) To any additional defect damage or deterioration arising from or attributable to the operation of the door after it is known to be defective;
- (vii) Any door being installed within 800 metres of the sea or other body of water or equivalent or greater salt concentration or in an area subject to industrial fall out;
- (viii) Any fault or surge in customer's electricity supply;
- (ix) The door striking an immovable object during operation;
- (x) Any misuse or negligent use of the Goods.

7. EXCLUSIONS TO WARRANTY:

The following are excluded from the warranty offered under clause 6:

- (a) Labour and travelling time incurred during break down service outside normal business hours - any such charges shall be at the Customer's expense.
- (b) Any paint, painting or powder coating of the Goods.
- (c) All electrical including any cost incurred by the provision of any electrical subcontractor by either party, apart by those covered by Doors Direct normal installation warranty, and manufacturer's warranty, or as required by law.
- (d) Any maintenance required as a result of the Customer refusing to follow the advice and instructions of Doors Direct regarding the proper use and design of the Goods.
- (e) Any maintenance as a result of the relocation of any of the Goods, unless Doors Direct has been duly notified and has carried out such relocation, including modifications and repairs necessary at the Customer's expense.
- (f) Any maintenance required as a result of the Customer refusing to follow the

recommendation of Doors Direct to carry out any major repair or modification deemed necessary or appropriate by them.

- (g) Any maintenance required as a result of neglect, misuse, abuse, accidental or malicious damage, or inappropriate operation of the Goods by the Customer, its agents, employees, or any other person who is not an employee or representative of Doors Direct.
- (h) Any maintenance required as a result of strikes, fire, flood, theft, accidental or malicious damage, or any other circumstances beyond the control of Doors Direct, apart from that occurring through wear and tear in the normal use and proper operation and equipment.
- (i) Any maintenance required as a result of the installation or repair by any party other than Doors Direct, of any goods, parts, equipment, or materials not supplied and/or installed by Doors Direct.
- (j) Warranty does not cover second hand, used second grade or damaged goods or equipment supplied in that condition at the Customer's request.
- (k) To the extent required the statutory warranties under Schedule 1B of the *Queensland Building and Construction Commission Act 1991* (Qld) are incorporated (to the extent they are relevant and apply).

8. ACCESS

The customer must allow Doors Direct and its representative's free and uninterrupted access to the job site, including a clear and free workspace suitable to complete the job, to provide the Goods and Services within 24 hours of notification of required access by either party.

If unobstructed access is not provided, then the Customer must pay to Doors Direct any costs associated with reattendance.

9. LIMITATIONS AND TERMINATION

- (a) Doors Direct shall not be held responsible for any claims, loss of profit or revenue, or any other costs or damage to the Goods resulting from stoppages, strikes, breakdowns, or delays in repairs or supply of parts or equipment, risks inherent in repair work, or down time of equipment for any reason.

- (b) Warranty claims will be restricted to the repair or replacement of faulty equipment or workmanship only.
- (c) Nothing in these terms imposes any obligation on Doors Direct to supply Goods or Services to any person or business on credit or otherwise.
- (d) Either party may terminate these terms and conditions by providing the other party with 10 Business Days' written notice of a fundamental breach. If the breaching party fails to remedy the breach within the notice period, the non-breaching party may proceed with termination.

10. PRIVACY

Doors Direct takes pride in the Goods and Services it provides to its customers. Potential customers often ask Doors Direct if they can view examples of work carried out by Doors Direct. Unless the Customer advises Doors Direct otherwise in writing, by placing an order with Doors Direct for Goods or Services, the Customer agrees to Doors Direct publishing photos of the installed garage door on their website and Facebook page and other advertising material as well as providing to potential customers the Customer's address and brief details of the work carried out at that address (limited to the type of Goods and Services, but not the cost). At no time will Doors Direct release the Customer's name, or personal details to any other customer.

11. VARIATIONS

- (a) These Terms and Conditions, or Quote, may only be varied by written agreement signed between the parties or confirmed in writing via email.
- (b) These terms and conditions of sale shall override all others, including any which may appear on the customer's order or any other document, unless agreed to in writing by both parties.

12. AUSTRALIAN CONSUMER LAW

- (a) The parties agree this Agreement is subject to any Non-Excludable Conditions which may apply.
- (b) Nothing in these terms and conditions is meant to have an effect on the Customer's rights under the *Australian Consumer Law*.

13. CAVEAT AND CHARGING

- (a) The Customer hereby charges in favour of Doors Direct, by way of a fixed charge, all its right, title, estate, and interest (whether legal, equitable, or beneficial) in all real property presently owned or hereafter acquired by the Customer, as security for the payment of all monies owed and the performance of all obligations under this Agreement.
- (b) The Customer consents to Doors Direct lodging a caveat over any or all of the real property described in clause 1.1 to protect Doors Direct's interest in the property, and the Customer undertakes not to take any action to remove, withdraw, or lapse the caveat until all amounts owed to Doors Direct under this Agreement have been fully paid and satisfied.
- (c) The Customer agrees to indemnify and keep indemnified Doors Direct against all costs, expenses, and liabilities arising out of or in connection with the lodging, maintenance, and enforcement of the caveat.

14. ORDER OF PRECEDENCE

- (a) The following order of precedence applies:
 - (i) any Special Conditions;
 - (ii) the Quote;
 - (iii) these terms and conditions.

15. COLLECTION COSTS

- (a) The Customer must pay to Doors Direct all costs incurred in recovering any monies owed to Doors Direct.

16. DEFINITIONS

The following words have the following meanings when used in this document:

"Customer" means the person or company set out in the Quote.

"Goods" mean any goods, parts, equipment or materials supplied or installed by Doors Direct.

"Non-excludable Conditions" means any guarantee, condition or warranty (such as the consumer guarantees implied by the *Competition and Consumer Act 2010* (Cth)), which cannot by law be excluded.

"Services" means any services or repairs

carried out by Doors Direct for the Customer.

"Special Conditions" means and special conditions noted on a Quote or email as applying to the Quote.

"Quote" means any written or verbal item that sets out a price for any Goods and Services that Doors Direct offer to you to provide.