



TERMS AND CONDITIONS

The following terms and conditions of trade are an integral part of each contract concluded between Fireguard Building Solutions Pty Ltd, offices at Unit 7, 8 Carole Road, Maddington WA 6109 (hereinafter: Fireguard or the Company) and the Customer and his/her legal successors.

These conditions comprise all the terms and conditions on which the seller will supply the goods and services specified on the order. They may be amended by the Company from time to time without notification of change. In the event of conflict between the conditions and the provisions on the order, the conditions outlined herein will prevail.

Acceptance of delivery of the goods and/or commencement of the works will be deemed to be conclusive evidence of the buyer's acceptance of these conditions.

DOORS & FRAMES

1. If for any reason frame or door dimensions are incorrect from details and dimensions provided by the customer, Fireguard must be notified BEFORE installation and within 7 days from the date of delivery. No responsibility will be taken for alterations or replacement AFTER installation.
2. The customer must advise the Company in writing within 48 hours of any considered defects to frames, installed doors and hardware. No responsibility will be taken for rectification works after this period or if the item has been installed.
3. Door frames installed by others must be square and plumb. Frame dimensions will be taken before the frames leave the factory.
4. Doors will be made to accurately fit the frames. Fireguard must be notified immediately if door frames have not been installed accurately. No responsibility will be taken for excessive gaps around doors, which may result in non-compliant and untagged doors.
5. Accurate floor finish thicknesses must be provided to Fireguard in writing before manufacturing of doors can commence. The Company shall not be responsible for consequential damage under any circumstances should these dimensions change or be altered by the customer in any way.
6. Door frames will be scheduled for production within 24 hours upon receipt of the purchase order. Any alterations made to scheduled items after this period will incur an additional administration fee of \$20.00+GST per frame.
7. Any alterations required to completed doors or frames will be chargeable.
8. Steel fire rated door frames will be supplied as per required thickness of tested prototypes.
9. All hardware must be available on-site at the time of installation, and will be fitted when door installation takes place. This includes door closers and any seals that may be specified. (Thresholds are not included as a "standard" hardware item and will not be installed by Fireguard, unless otherwise agreed to in writing.) Returns to site to attend doors already fitted will incur additional charges.
10. Fireguard Building Solutions Pty Ltd does not accept liability for incorrect measurements provided by the customer. A site measure by Fireguard can be arranged in the metro area at a GST inclusive cost of \$132.00 up to 20 door frames, with additional frames charged at \$5.50 ea.
11. Door facings over 1200mm wide or 2400mm high, will be butt joined. No responsibility is accepted for filling, sanding or painting of door facings, unless otherwise included in writing and agreed to by the Company.
12. Prices quoted by Fireguard for site installation of door frames make no allowance for placement of frames near openings. This is the responsibility of the customer unless otherwise nominated on the quotation.
13. Scaffold / Safe Work Platform / 240V mains power and Lighting to be provided by builder where applicable, unless otherwise agreed in the scope of works.

SCOPE OF WORKS

14. The goods that the Company will supply and the work that Fireguard will do are set out on the written quotation. Unless stated, the seller is not employed to carry out any design or survey work but merely to supply and install a standard product in the place required by the customer.
15. The quantity and description of the goods shall be as set out on the quotation and accepted purchase order, although Fireguard is continually improving its product range and shall reserve the right to supply and fit substitute products reasonably similar to those ordered, unless items of a specified type have been nominated on the quotation.
16. The works shall not include the maintenance of any product, outside of the standard terms of warranty.

WORKING HOURS

17. The assumption is made that any provision for supply of goods or labour will fall within the considered normal working hours of Monday to Thursday 7.00am to 5.00pm and Fridays 7.00am to 12.00pm. Any requirement for Fireguard to provide goods or service outside of these working hours, and must be provided for in writing in the works agreement.

FIREGUARD BUILDING SOLUTIONS PTY LTD

A.C.N. 092 800 336 A.B.N. 25 092 800 336

Unit 7, 8 Carole Road, MADDINGTON, 6109, Western Australia

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PRICING / QUOTATIONS

18. All prices or estimates provided by the Company can be subject to alteration without notice and are not binding on the Company.
19. Prices for frames quoted by Fireguard make no allowance for additional frame preparations, ie:
 - 19.1. Dyna-bolt preps
 - 19.2. Stud straps,
 - 19.3. Electric Strikes and Special Hardware, etc.,
unless otherwise specified in writing on the quotation.
20. No allowance is made within prices supplied on Fireguard quotations for:
 - 20.1. fitting of door seals, door stops
 - 20.2. electric and special locking systems
 - 20.3. electronic door closers or any other non-standard hardware
 - 20.4. painting, signage, and finishing, other than required fire sealing as per manufacturer's specifications,
unless otherwise specified in writing on the quotation.
21. Prices exclude delivery costs. The method of delivery will be at the Company's discretion. If the Customer requires the goods to be sent by any particular method the Customer must so inform the Company in writing at least ten days prior to the time stated for delivery.
22. No allowance is made within any quotation by Fireguard for the provision of a "Fire Systems Log Book", unless otherwise specified and included in the above quotation.
23. All prices provided verbally or in writing by Fireguard are quoted EXCLUSIVE of Sales Tax / GST.
24. All quotations provided by Fireguard Building Solutions Pty Ltd are valid for 30 days from the date of the quotation. We reserve the right to requote any purchase orders received for quotations which exceed their validity.
25. Prices quoted verbally are subject to change at any time without notification.
26. Estimated lead times for manufacturing included with quotations and the estimated commencement date is literally an estimated date and the seller shall not be liable for any loss or damage caused through failure to meet such date.
27. If (other than by the seller's default) delivery of the goods or completion of the work is delayed beyond 6 months from the date of placement of the order, the Company reserves the right to increase the total price to take account of increased costs.
28. No allowance is made within any quotation by Fireguard for site labour to be required or involved in site inductions or safety / toolbox meetings, unless otherwise specified and included in the quotation and agreed to as part of the scope of works.
29. The customer shall ensure that any consents or permissions potentially required to carry out the works are obtained. This will include consent or permissions of any owner, landlord, planning authority, building regulation authority, main roads department, neighbour or other party, unless specifically agreed otherwise on the order.
30. The customer shall indemnify the Company against any claims made by any party as a result of the failure to obtain any consents, permissions, licenses or remove any restriction in connection with the works and in respect of any premises, or premises or equipment being unsafe or unsuitable, or any failure of the client to comply with any conditions imposed by any other party.
31. Fireguard reserves the right to withdraw from site should lack of consent or permissions prevent reasonable access to carry out the works, or should there be any reasons inherent which may prevent works from being completed in a safe manner. Additional charges may be incurred by the Customer for Fireguard being required to return to site after said issues have been addressed accordingly.

CONTRACTUAL AGREEMENTS

32. It is a standard policy of Fireguard Building Solutions Pty Ltd to not enter into any contractual agreements for jobs under the value of \$10,000.00 (excluding GST). Any work entered into by Fireguard which falls below this threshold will be covered by our standard terms and conditions of trade and by the conditions as outlined herein.
For contracts over the value of \$10,000 (ex GST), contractual documentation must be provided with the customers intention to proceed and must be formalised before any supply of product or site work can be entered into.

VARIATIONS TO CONTRACT / ORDER

33. If, during the works, unforeseen factors require a variation to the works or use of alternative or additional materials or labour, or if the customer requests a variation, Fireguard shall inform the customer in writing of the estimated cost of the variation, increase or addition and seek written approval to proceed. If no such approval is obtained, or no agreement is reached, over the change in the cost of the work the Company may terminate the contract and be entitled to payment for goods received and labour supplied to date.

CERTIFICATION

34. Fireguard will provide at the request of the customer and upon the completion of works, a "Certificate of Compliance" for all fire rated materials / services provided.
35. Certification of works can only be provided on completion of the contract and once payment for outstanding work has been received in full. No certification for any project can be provided to the customer if the credit account with the company has been nominated to be on Stop Credit.

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WARRANTY (A copy of the standard warranty document can be provided on request.)

36. Doors provided by Fireguard Building Solutions Pty Ltd are subject to our standard 12 month from date of installation defects warranty, unless otherwise agreed in writing with the client prior to acceptance of purchase order / works order.
37. It is a condition of Fireguards warranty that all fire rated doors must be painted in a light reflective colour to reduce heat absorption and warping and all surfaces and edges of installed doors must be fully sealed immediately to prevent moisture absorption. Up to 5mm warp will not be classed as a defect.
38. No warping warranty or moisture absorption warranty will be given on doors fitted with electro magnets, or doors with seals grooved or rebated through the edge strips.
39. Door frames supplied by the Company are subject to a standard 12 months defects warranty from the date of delivery to site, unless otherwise agreed in writing with the client prior to acceptance of purchase order / works order.
40. It is the responsibility of the customer to make provision on site to prevent mechanical or other forms of damage which may void the applicable warranty on goods provided.
41. Any claim of the Customer for breach of warranty or otherwise arising out of the Contract shall be limited to the invoice value. Upon acknowledging any claim the Company shall at its option either refund the purchase price or replace goods supplied upon return. The Company shall not be responsible for consequential damage under any circumstances.

FORCE MAJEURE

42. The seller shall not be liable for any default due to any act of God, war, terrorism, civil disturbance, malicious damage, industrial action, compliance with any law or order, rule regulation, direction or any other circumstances beyond its reasonable control.

DELIVERY

43. Door frames will be delivered between 6am and 5pm, Monday to Thursday and 6am and 12pm, on a Friday.
44. Fireguard delivery drivers are instructed to deliver to the site verge only to avoid damage to goods or property. If frames are required to be delivered on site, written instruction must be issued to Fireguard. No responsibility will be taken for losses or damage.
45. Fireguard will use its best endeavours to deliver at the time stated (if any) but stated delivery times are estimates only and the Company shall not be liable for any loss resulting from delay in delivery. If there be any delay in the manufacture, dispatch or delivery of goods beyond the control of the Company delivery may be suspended. Where goods are delivered in instalments.
 - 45.1. each instalment deliverable shall be deemed to be sold under a separate contract and
 - 45.2. if the Customer makes default in any payment the Company may at its option cancel delivery of further instalments.
46. The Customer shall inspect goods supplied immediately on delivery thereof and shall within 48 hours after delivery give notice to the Company of any matter or things by reason where of the Customer alleges that the goods are not in accordance with the Contract and in the absence of such notice the goods supplied shall be deemed to be in all respects in accordance with the Contract and the Customer shall be bound to accept and pay for the sale accordingly.
47. Prices include standard non-returnable packing but no other crates, packing, packing cases or bags which will be charged to the Customer and credited if returned at the cost of the Customer and in good condition.
48. Goods are supplied at the risk of the Customer on leaving the place of business of the Company irrespective of how or with whom they so leave.
49. Goods which have been authorised for manufacture by the customer but which are not required to be delivered to site, will be invoiced to the customer on completion of manufacture. The Company shall store the goods supplied in such a way that they are clearly the property of the Customer, however under no circumstances will be held responsible for insurance or safekeeping of the items. Fireguard reserves the right to charge the customer for storage of the said items for the period.

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CREDIT

50. A deposit of 50% is required upon placement of orders for customers without preauthorised credit, with the balance owing to be paid immediately on completion of the job.
51. The Company reserves the right to forward on to the Customer fees charged by the Bank associated with payments made by Credit or Debit card for payments over \$5000.00 in value.
52. Payment for goods supplied shall be made within the terms of the credit account held by the customer. Should the customer fail to meet their financial obligations to the Company, they will be subject to Fireguards Stop Credit policies.
53. The Company may at its own discretion charge interest on overdue accounts at a rate of 2% above Westpac Banking Corporation's base rate per month from the date the amount becomes due until payment.
54. The Customer is liable for payment of any or all costs involved by the company to gain payments of overdue amounts of monies.
55. The company reserves the right at anytime to obtain certain credit information to enable the assessment of the Customer for commercial or personal credit. The customer understands the information may be used to:
 - 55.1. Assess application for credit by the Customer
 - 55.2. Assist the Supplier in avoiding default on the Customer's credit obligations, and
 - 55.3. Notify other credit providers of a default by the customer.
56. It is standard company practise for credit accounts with outstanding payments exceeding their terms of credit by 60 days or more to be placed on Stop Credit. Any customer nominated to be on Stop Credit will be notified in writing and can have no more supply of materials or site work to any project until the outstanding amounts have been resolved and paid in full. Customers who exceed their terms of credit and are placed on Stop Credit more than twice will have their credit account with Fireguard Building Solutions Pty Ltd cancelled without further notice.

GENERAL CONDITIONS

57. Gross weights will be charged for all goods sold by weight.
58. Goods are not supplied on a sale or return basis. The Company may in its discretion (and subject to such conditions as the Company thinks fit) agree to the return of any goods supplied.
59. Property in goods supplied shall not pass to the Customer until they have been paid for in full.
 - 59.1. Until the date of full payment the Customer shall store the goods supplied in such a way that they are clearly the property of the Company.
 - 59.2. Until the date of full payment the Company may recover goods supplied at any time from the Customer and for that purpose the Company its servants and agents may enter upon any land or building upon which the goods are situated.
 - 59.2.1. If the Customer incorporates goods supplied into other products (with the addition of the Customer's goods or those of others) or uses such goods as materials for other products (with or without such addition) to the property in those other products is upon such incorporation of use ipso facto transferred to the Company and the Customer as bailee of them for the Company will store the same for the Company in a proper manner without charge to the Company.
 - 59.2.2. The Customer has the right to dispose of the goods or such other products in the course of the Customer's business for the account of the Company and to pass good title to the goods or products to the person purchasing from the Customer being a bona fide purchaser for value without notice of the Company's rights.
 - 59.2.3. In the event of such disposal the Customer has the fiduciary duty to the Company to account to the Company for the proceeds but may retain there from any excess of such proceeds over the amount outstanding under the Contract.
60. The Company shall not be liable for any inaccuracies in any drawings, specifications or other information supplied to it by the Customer. In particular the Company will not be responsible for or in respect of any oversupply or under-supply of goods resulting from its inaccurate estimates of quantities of goods required where based wholly or in part on information supplied by the Customer.

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