



1. Acceptance: By placing an order for products and/or services from us you are deemed to have accepted and are bound by these terms. Any person placing an order for products and/or services on behalf of an organisation warrants that they are authorised to do so.

2. Price: The price for products and services supplied is the price set out in our written quotation (which remains valid for a period of 30 days from the date of the quotation, unless earlier withdrawn by us) or our order confirmation. Unless otherwise stated in our quotation or order confirmation, our prices include freight and delivery charges. You accept the price by placing an order with us. Orders are subject to availability of stock. Where prices are quoted as exclusive of GST you must pay GST in addition to the price.

3. Deposit: We may charge you a deposit at the time you place an order with us.

4. Cancellation: You may not alter or cancel an order without our prior written consent (to be withheld or given in our sole discretion). If you make an order or accept our quotation and then fail to honour or complete that order, we may retain any deposit paid by you. You also agree to indemnify us for any losses or costs incurred by us as a result of you failing to honour or complete an order (including but not limited to restocking, handling, freight, administration and end of batch fees). Our certificate showing the amount of any loss suffered will be sufficient evidence for the purposes of this clause.

5. Payment: Where we are only supplying products to you, the price for those products is payable in full prior to delivery or collection of the products. We may elect not to sell or deliver products or provide services to you if payment is not received in accordance with our payment terms.

6. Commercial payment terms: Where you are a commercial customer and we supply both products and services, unless other payment terms have been agreed in writing, the price will be payable in full by the 20th of the month following our invoice. Notwithstanding any payment or credit terms that we may have previously agreed with you, we may in our discretion require that the price for products and services be paid wholly or partly in advance. We may also cancel any credit and require you to pay all outstanding amounts in full at any time.

Payments can be made electronically by internet banking, EFTPOS, Visa, Mastercard, Q-Card, or by Cash. A 1.5% fee applies to Visa and Mastercard transactions and any applicable Q-Card direct fees may apply.

7. Consumer payment terms: Where you are a consumer customer and we supply both products and services, unless other payment terms have been agreed in writing, a 50% deposit is required to confirm your order. The remainder of the price is payable in full within 7 days of completion of the services. Payments can be made electronically by internet banking, EFTPOS, Visa, Mastercard, Q-Card, or by Cash. A 1.5% fee applies to Visa and Mastercard transactions and any applicable Q-Card direct fees may apply.

8. Title/recovery of products: Prior to receiving payment in full for all products supplied to you, title in any products supplied by us will remain with us and we have a security interest over the proceeds of the products if such products are sold or disposed of by you. If you fail to pay on the due date, or if you are in breach of these terms, you authorise us to enter any premises to recover products supplied by us or in respect of which we have title or a security interest. If the premises are the premises of a third party, we will enter and recover the products as your agent. You will be responsible for any damage we cause in recovering the products and you indemnify us for any losses or costs we incur. We will be entitled to sell any products and apply the proceeds towards funds owed by you.

Where the products have diminished in value, including as a result of wear and tear, damage or the passage of time, in addition to recovering the products, we will also be entitled to recover from you the difference between the value of the products at the time we recover them and the full amount you owe us for the products.

9. Personal Property Securities Act 1999: You agree that, under clause 8 above, we have a security interest for the purposes of the Personal Property Securities Act 1999 ("PPSA"). You agree that we may take all steps required to perfect our security interest under the PPSA and you agree to execute any documents and provide us with all necessary information in order to enable us to do this. To the maximum extent permitted under the PPSA, you agree to waive your rights as debtor. In particular, you agree to waive your right to receive a verification statement when we register a financing statement or a financing change statement.

10. Security/caveat: If you are a commercial customer, in consideration of us agreeing to supply products and/or services to you, you agree to charge all of your rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged (on the terms set out in ADLS memorandum 2018/4344), owned by you either now or in the future, to secure payment of the price and any other amounts that you may be liable for under these terms. You agree that we will be entitled to lodge a caveat, which caveat will be withdrawn once the price and all other amounts owing to us under these terms have been paid in full. You agree to promptly sign all documentation necessary to give effect to the provisions of this clause 10. You indemnify us from and against all costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising our rights under this clause 10. You irrevocably appoint us and our directors as your attorney/s to perform all necessary acts to give effect to the provisions of this clause 10 including, but not limited to, signing any document on your behalf.

11. Risk: Risk in all products we supply to you passes at the time that (a) you or your nominated carrier take possession of the products at our or our supplier's address; or (b) we deliver the products to your nominated address.

12. Timing/delivery: We will do our best to meet any estimated time frames we give you for supplying services and delivering products. However, these time frames are not guaranteed and we will not be liable for any claims in respect of delays. We may deliver any order of products in one or more instalments.

13. Default interest/costs: We may charge you interest at 2% per month (or part month) compounding monthly on any amounts due and unpaid. Payment of default interest is without prejudice to our other rights and remedies. If we take action to protect our interests in relation to products over which we hold security or to recover any moneys due from you, or to otherwise protect our interests, you agree to pay our costs (including solicitor/client costs).

14. Consumer Guarantees Act: If you are a consumer (as defined in the CGA) nothing in these terms limits or excludes any right you have under the CGA.

15. Provisions applying to commercial customers: Where you acquire products or services from us that are products or services not ordinarily acquired for personal, domestic or household use, are for use in a business or are for re-sale or supply to other persons in trade, you agree that the CGA does not apply to our supply of those products or services to you and it is fair and reasonable that the CGA does not apply.



16. Characteristics of products: You agree that products are not deemed to be defective or faulty by reason only of displaying their natural characteristics. These characteristics are referred to or tagged on our proposals and product information sheets and samples. You acknowledge that you have considered these characteristics and accepted that these are features of the products. These characteristics do not affect the wear, performance or durability of the product.

17. Extent of liability: Subject to clause 14, to the maximum extent permitted by law, warranties implied by customary practice, statute or at law are excluded. We are not required to accept returns of products that are not defective and we will in no circumstances accept returns of non-defective products that are custom or cut to order. Our liability for any defective products or services or for any cost, loss, damage or claim arising directly or indirectly in relation to any products or services supplied by us, whether arising from contract, tort (including negligence) or otherwise, will be limited to (at our option): (a) repairing the products; (b) providing you with a refund of the purchase price paid for the affected products or services or a credit for the invoice value of the affected products or services (as the case may be); or (c) replacing the affected products or resupplying the services. We are not responsible for any defect in products or services that results partly or wholly from: (a) the act or omission of you or any third party; or (b) a cause beyond our reasonable control.

We are not responsible in any circumstances for any indirect, consequential or special loss, loss of profits or economic loss. We are not liable for any inability to perform our obligations, or any delay in performing our obligations, which is caused in whole or in part by circumstances beyond our reasonable control including, but not limited to, adverse weather conditions, acts of God, epidemic, pandemic, riots and acts or restraints of governments or regulatory authorities.

18. Indemnity: You agree to indemnify us for any loss, damage or cost arising from your breach of these terms.

19. Notification: You agree to give us no less than 20 days' prior written notice of any proposed material change of ownership, any intended cessation of your business, and any change in your details (including but not limited to: change of name, address and business practice).

20. Privacy Act: You authorise us to contact the referees named in your credit application and to use any information provided in your credit application for the purpose of assessing your credit worthiness and for the purposes of recovering any moneys due. You authorise us to collect, retain and use any information about you to perform and enforce our rights and obligations under these terms and to market our products and services to you. You authorise use to disclose any information about you to any third party as necessary to perform our obligations under these terms. The Privacy Act 1993 may entitle you to have access to, and if necessary to request the correction of, personal information that we hold about you.

21. Miscellaneous: These terms prevail over the terms of any purchase order or terms or contracts submitted by you. No variation to these terms will be effective unless it is in writing and signed by us. No delay or failure by us to act or insist on any right will be regarded as a waiver and every right remains enforceable and may be exercised by us at any time.

22. Definitions: In these terms "we", "us" and "our" are references to Gerrand Floorings Limited (company # 200217). A reference to "you" is a reference to the customer ordering products and/or services from us. A reference to the "CGA" is a reference to the Consumer Guarantees Act 1993 (as amended or replaced from time to time). A reference to a "consumer customer" is a reference to a customer who is a "consumer" as defined in the CGA. A reference to a "commercial customer" is a reference to a customer who is not a "consumer customer". The term "products", as used in these terms and conditions, means all carpets, vinyl, floor coverings, underlay and all other products supplied by us to you from time to time. The term "services", as used in these terms and conditions, means any preparation and / or installation of the products and all other services supplied by us to you from time to time.

