

TERMS & CONDITIONS

1. DICTIONARY

Agreement means the cover page, these terms and conditions and the credit application (where applicable).

Seller means the Arco (Qld) Pty Ltd.

Buyer means the purchaser of the product manufactured or services rendered by Arco (Qld).

Payment Schedule means the amounts agreed to on the cover page or otherwise agreed in writing.

Product means the product(s) and/or services to be supplied by Arco (Qld) described on the cover page.

2. THE PRODUCT

Arco (Qld) agrees to provide the product and the buyer must pay the total contract price for the product. Arco (Qld) supplies what is ordered. The buyer should check carefully the particulars of construction and specification details upon the face of this quotation. The goods supplied and delivered by Arco (Qld) shall be in accordance with the details on our quotation.

3. TERMS AND CONDITIONS

This agreement constitutes the whole agreement between the parties. No other terms and conditions in any other document or any other written or oral representation bind the parties.

4. PAYMENT BY THE BUYER

The buyer must pay the total contract price plus the GST in the manner set out in the payment schedule. Arco (Qld) must send the buyer an invoice for the balance of the total contract price on delivery of the product and the buyer must pay the amount in accordance.

5. TIME FOR DELIVERY OR INSTALLATION

Any dates given by Arco (Qld) for delivery or installations are estimates only. If Arco (Qld) is unable to deliver or install by the given date, Arco (Qld) is not liable for any loss or damage arising out of the delay.

6. RETURNS AND REPAIRS

This clause operates without prejudice to any other clause in this agreement, and in addition to any warranties provided in Clause 10.

6.1 Buyer may notify defects

If the buyer regards the product as defective, the buyer may make a complaint:

- by notifying Arco (Qld) in writing no later than 15 days after the delivery of the product, and
- providing the original of this agreement to Arco (Qld), and
- providing proof of purchase by attaching an invoice

6.2 Arco (Qld) may repair defects

Arco (Qld) must examine the notified defects within 30 days from the date of receipt of the complaint.

If Arco (Qld) confirms that the product is defective, then Arco (Qld) may repair the product or, at its discretion, replace any defective product or parts thereof for the warranty period from the date of invoice. The buyer must pay for any service call made by Arco (Qld) when, in the reasonable opinion of Arco (Qld); the call is made for the purpose of adjustment and not for the purpose of repairing the defect.

7. PASSING OF RISK

- Risk in the product passes to the buyer on delivery to the site, or to a nominated carrier for transportation to the site, or to a place or site nominated by the buyer or at the buyer's discretion, and
- Risk in the product passes to the buyer whether or not the buyer is present at the time of delivery to sign a receipt for the product, and
- It is the buyer's responsibility to ensure products are safely secured on their premises while awaiting installation by the Arco (Qld) installation team.

8. SAFE SITE

The buyer must ensure that the area required by Arco (Qld) for installation work is clear of obstructions and is in a safe and secure condition for the performance of work.

9. CUSTOM MADE UNITS

If the buyer provides Arco (Qld) with details and measurements of floor levels, heights and openings and does not require Arco (Qld) to inspect the site and verify the measurements, then any error does not entitle the buyer to reject the product

10. DAMAGE TO WORK OR PROPERTY

- Arco (Qld) responsibility for damage** – Arco (Qld) must make good any loss or damage to the product or property of the buyer caused by Arco (Qld) or Arco (Qld) employees, agents or subcontractors.
- General Exceptions** – The buyer releases Arco (Qld) from any claim or liability, including consequential loss or damage and loss of use and loss of profit, which is the result of delay, defective or faulty materials or workmanship, negligence or any act of omission by Arco (Qld).
- Specific Exceptions** – Arco (Qld) is not liable for any loss or damage caused directly or indirectly by:
 - operating a product by any device, electronic or otherwise, which was not supplied or installed by Arco (Qld)
 - any masonry, rendered or other surfaces cracking or collapsing during or after installation of the product
 - any defect or deterioration of timber, including drying out after installation of the product

- any weakening or collapse of the structure to which the product is affixed, occurring at any time after installation
- any damage or deterioration in the condition of the product occurring after delivery and before installation

11. CLEANING UP

If the product includes installation, Arco (Qld) must remove from the site all plant and equipment and all rubbish and surplus material relating to the installation. All demolished and surplus material is the property of Arco (Qld) unless otherwise specified on the cover page.

12. TITLE

Title in the product shall pass to the buyer upon payment for the product in full.

13. WARRANTY

Subject to the statutory warranties Arco (Qld) warrants that the new product will be free from defects in materials and workmanship from the date of purchase for periods as specified:

Arco (Qld) Commercial Doors - 12 months
Arco (Qld) Roller Shutters - 12 months
Arco (Qld) Boom Gate - 12 months
Arco (Qld) Roller Grilles - 12 months
Arco (Qld) Gate Operators - 12 months

Or by other arrangement with Arco (Qld). **Installation** – (refer clause 14c) below:

14. CONDITIONS OF WARRANTY

- Correct Use:** The warranties only apply to a unit used by the buyer correctly and reasonably and where the product is maintained and serviced by the buyer as recommended by Arco (Qld).
- Follow Instructions:** The warranties only apply if the buyer observes any instructions or directions provided with the product.
- Installation by Arco (Qld):** The warranties cover, for the above-mentioned period, defects in or malfunction of the product resulting from faulty installation of the product by Arco (Qld). Arco (Qld) does not warrant product faults caused as a result of installation carried out by another contractor.
- Reasonable Repairs:** The warranties only cover repairs in a manner Arco (Qld) considers reasonable, including, if necessary, the touch-up of surface coatings.
- Proven Defects:** The warranties only apply to repairs of proven defects in materials and workmanship.
- Proof of Purchase Date:** The buyer must establish to the reasonable satisfaction of Arco (Qld) or such distributor, the date of purchase or installation (as the case may be).
- Environmental Conditions:** The warranties do not cover damage to the surface coatings or the base materials of the unit caused by proximity to the seafront or similar corrosive conditions.
- Events beyond the control of Arco (Qld):** The warranties do not cover defects in or malfunction of a product due to an event or acts beyond the control of Arco (Qld).
- Model Modifications:** The warranties do not require Arco (Qld) to incorporate any modifications made to existing or future models of the product in products sold under these warranties.
- Labour and Materials:** The warranty covers the cost of both the faulty component(s) and the labour involved in replacing/repairing the faulty component(s), but not travel expenses where the product is installed outside the metropolitan area. Emergency after hours calls are not covered by warranty and are payable at an after hours service rate for labour. Warranty work will be carried out during normal business hours ONLY.

In general, Arco (Qld) will not replace, restore, rejuvenate or repair any of the goods and/or services so provided that have been the subject of wear and tear on the part of those goods, or breakage by use, misuse or abuse. Further, the warranty on our product becomes void if goods are not paid in full in accordance with the terms of this contract.

15. LIMITATION OF ARCO (Qld) OBLIGATIONS

Arco (Qld) obligations under these warranties are limited to those contained in Clause 16.

16. APPLICATION OF WARRANTIES

The warranties above or any terms and conditions of this agreement shall only be applied to the extent permitted by the provisions of the Trade Practices Act 1974, or any terms and conditions or warranties expressed or implied by any relevant State Act or Territorial Ordinance or by the general law.

17. JURISDICTION

The agreement for the supply of the product by Arco (Qld) to the buyer shall be governed by the law of the State or Territory in which Arco (Qld) accepts the buyers order and Arco (Qld) and the buyer submit to the jurisdiction of the courts of that State or Territory.

18. RETENTIONS / LIQUIDATED DAMAGES

Notwithstanding anything contained in any contract in which the customer is a party, the customer agrees that no retention will be held by the customer in respect of any work done by Arco (Qld) for the customer. Arco (Qld) Pty Ltd does not accept retentions or liquidated damages.