

TERMS AND CONDITIONS

To the fullest extent legally possible, all contracts and dealings between A 2 Z Group Pty Ltd (A2Z)(ABN 72 160 276 835) (and each subsidiary, affiliate, associated company and related entities and any successors and assignees) and any Customer relating to any goods (“**goods**”) or services (“**services**”) are subject to the Terms and Conditions of Sale set out below (“**Terms**”) unless A2Z and the Customer expressly agree otherwise in writing. These Terms made between A2Z and the Customer are governed by the laws of the State of Victoria and A2Z and the Customer agree to submit to the exclusive jurisdiction of the Courts of Victoria.

1. Definitions:

1.1 “**Customer**” means the party to whom A2Z has supplied and/or installed its goods and services including but not limited to their subsidiary, affiliates, associated companies, related company successors or assignees.

1.2 “**GST**” means any tax or imposition on the supply of goods and services covered by a *new Tax System (Goods and Services Tax) Act 1999* as amended from time to time.

1.3 “**Delivery or delivered**” means the time when the goods are transported from the premises of A 2 Z Group Pty Ltd by whatever means or when A2Z advised the Customer the goods are available for collection.

2. Payment:

2.1 Unless agreed to the contrary by A2Z and the Customer in writing, payment for the goods and services must be made by the Customer in full before the goods leave the premises of A2Z. A2Z has the right to suspend or cancel any contract and/ or delivery to supply goods to the Customer.

2.2. If the Customer defaults in payment of any moneys, A2Z has authority require the Customer to pay interest A2Z on the amount outstanding at the rate of 4% per annum higher than the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1830* (Vic) computed upon the period of the default.

2.3. The Customer cannot make any reduction from the price of the goods or claim any offset or counter claim against A2Z. The customer cannot make any reduction from the price of the goods or claim off-set or counter claim against A2Z.

2.4. For all Supply & Installation Packages A2Z require 50% deposit to secure your booking, 30% one day prior to your booking and remaining 20% on completion day.

3. Interest

3.1. Interest will be charged on overdue accounts at the rate prescribed in the *Penalty Interest Rates Act 1983* (Vic) plus 4%. The customer shall pay all recovery costs and expenses incurred by A2Z in respect of anything instituted of being considered against the Customer, whether for debt, possession of any goods or otherwise.

4. Risk and Title:

4.1. Even if A2Z grants any credit facility and/or extension of time to pay for goods, property in goods shall not pass to the Customer until full payment has been received by A2Z of all monies owed and the Customer has met all other obligations in respect of these Terms and all other contracts between A2Z and the Customer. All credit orders are accepted by A2Z subject to credit approval and are governed by A2Z terms and conditions in force at the time of order placement, including the right to charge interest. Credit approval once granted may be withdrawn at any time. Where credit has been granted, payment for the Goods or Services is to be made on or before due date from the date of invoice.

4.2. A2Z may issue proceedings to recover all outstanding debts to A2Z in respect of the goods or any other amounts owing to A2Z notwithstanding that ownership may have passed to the Customer.

Prior to issuing any credit, applicants are required to complete the attached Credit Application form and return to the Accounts Receivable department for processing. The responsibility of providing the credit references rests with the applicant, and credit terms cannot be provided until all the necessary information has been received and evaluated. The nominated credit references will be contacted and the applicant will be advised if credit terms will be granted.

4.3. The Customer agrees that a certificate purporting to be signed by an officer of A2Z identifying goods as unpaid shall be conclusive evidence that the goods have not been paid for by the Customer and of A2Z’s title there to

5. Quotation

5.1. Official quotations made by A2Z are valid for thirty (30) days from quotation date, after which they may be subject to change without notice unless otherwise agreed. All goods are subject to availability. Deposits become non-refundable after 30 days from the date of order

5.2. A2Z will not accept responsibility for any floor plan or site take off errors or omissions. It is the Customers responsibility to ensure measurements are accurate. All additional material and labour required to complete works will be charged to the Customer. A2Z has the right to amend the final invoice without any further notices.

5.3. Price and amount quoted by A2Z are applicable to that quotation only and will not apply in any other instance. Each site has its own unique requirements and it is for this reason that is recommended that where possible conducts a site visit prior to installing your floor to assess and advice on these specific requirements on your floor installation.

5.4. For all installation jobs required to be completed by A2Z, A2Z recommends to be booked for a site inspection and measurement to provide an accurate quote for goods and services.

6. Orders:

6.1. The Customer agrees that each order it places shall be deemed to include a representation that it is solvent and able to pay all of its debts as and when they fall due. Any failure to do so shall be deemed to create or constitute an inequality of bargaining position, the taking of an unfair advantage of A2Z and to be unconscionable, misleading and deceptive.

6.1. Purchase price for the goods and services shall be the price provided to the Customer by A2Z at the time of ordering the goods, unless otherwise agreed by A2Z and the Customer.

7. Delivery

7.1. Delivery dates given by A2Z are approximate only and A2Z accepts no responsibility or duty to deliver. However, A2Z may elect to arrange delivery at its discretion at the Customer’s cost even if the A2Z delivery is late; and A2Z will not be liable for any claims, loss or expenses incurred as a result of delay and failure to deliver the goods.

7.2. A2Z is entitled to vary the quoted price for the goods and services at any time prior to delivery if the cost to the A2Z in performing the contract is increased by reason of delivery of the goods and services outside normal working hours at the request of the Customer or to an address other than that originally specified by the Customer.

8. Installation

8.1. A2Z provide an estimate of how long the installation may take, however we do not guarantee how long a job may take to complete nor the installation date to commence work.

8.2. We require a minimum of 7 days’ notice to change an installation date. If we arrive on the arranged date and cannot commence installation due to circumstances out of our control, a call back fee of \$120 will be automatically charged to your account unless otherwise agreed. Additional freight/storage charges may also apply.

8.3. Customers are responsible for removing furniture and breakables, Customers are responsible to restore them after completion of our works.

8.4. Prior to installation, A2Z will determine that the job site environment and the sub floor involved meet or exceed all applicable standards. All sub floors must be: dry, structurally flat, stiff and clean. A2Z declines any responsibility for job failure resulting from or an associated with sub floors and substrates or job site environmental deficiencies.

8.5. We require a site that is easy to safe and easy to work in and access. We strongly advise that the customer’s site is clean and tidy to work in.

8.6. After completion, A2Z will amend the final invoice according to the exact amount of goods used and it may incur increase and/or decrease in price. Customer is fully responsible for accepting these changes in cost and payment is required in accordance of A2Z payment terms and conditions.

8.7. A2Z has allowed for 10% wastage, this wastage is vital to get the job completed and it can vary from project to project. By accepting our quotation, you accept our measurements and wastage allowance.

8.8. Due to the character of the work, some small chips or marks may occur on or to your walls, skirting and door. A2Z is not liable to repair any such damages.

8.9. A2Z has no responsibility in disposing and/or removing rubbish. Rubbish will be removed only if it is stated in the original quotation.

9. Entire Agreement:

9.1. These Terms constitute the entire agreement between A2Z and the Customer and supersede all prior representations, contracts, statements and understandings whether verbal or in writing. All other terms and conditions are excluded to the fullest extent permitted by law including any terms and conditions which the Customer may seek to impose.

10. Returns:

10.1. Any return of goods must first be approved by A2Z and no returns will be accepted after 30 days from purchase. A2Z is under no obligation to provide a refund or a credit for goods purchased. A2Z may elect to accept a return of goods where the goods are in the same order and condition as they were in when supplied to the Customer. In the case when an item is found to be faulty, it is A2Z’s discretion to either repair or replace the faulty item, and the Customer must pay all costs relating to the transport/shipping of the returned goods back to the place of purchase;

11. Customer Warranty:

11.1. All products sold may be resold to buyer only in packages supplied by A2Z and any trademark and logo other than those applied by A2Z be marked on or applied in relation to Products without prior written consent of A2Z

12. Force Majeure

12.1. A2Z shall not be liable for any failure to perform or delay in performance of the contract by reason of, whether wholly or in part, any circumstances beyond its control.

Date: _____

Full Name: _____

Signature: _____