

TERMS AND CONDITIONS

Glosswood Pty Ltd (ACN 099 996 933)

1. Definitions and Interpretation

1.1 Definitions

In these Terms of Trade:

Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (Cth).

CCA means the Competition and Consumer Act 2010 (Cth).

Customer means the person or entity who places an Order with the Supplier for the purchase of Goods. If there is more than one Customer, references to the Customer are to each Customer jointly and severally.

Delivery means delivery of the Goods to the Customer, collection of the Goods by the Customer, or delivery in accordance with the Sales Order.

Deposit means any amount payable by the Customer to activate or confirm a Sales Order.

Goods means all goods and related products supplied by the Supplier pursuant to a Sales Order.

Invoice means the Supplier's tax invoice issued in respect of the Goods.

Loss includes costs, expenses, damages, claims and legal costs.

Order means any request or instruction by the Customer for the supply of Goods by the Supplier, including acceptance of a Quote, payment of a Deposit, issue of a purchase order, written confirmation to proceed, or any other conduct indicating acceptance of the supply of the Goods.

PPSA means the Personal Property Securities Act 2009 (Cth).

Price means the amount payable for the Goods as set out in the Quote, Sales Order or Invoice.

Quote means any written quotation, proposal or estimate issued by the Supplier.

Sales Order means the Supplier's sales order, quotation acceptance, order confirmation or other document issued by the Supplier confirming the Goods to be supplied.

Supplier means Glosswood Pty Ltd (ACN 099 996 933)

1.2 Interpretation

Unless the context otherwise requires:

- (a) references to writing include email;
- (b) the singular includes the plural and vice versa;
- (c) headings are for convenience only and do not affect interpretation; and
- (d) references to a party include its successors and permitted assigns.

2. General

(a) These Terms apply to all quotations, Orders and supply of Goods by the Supplier and prevail over any inconsistent terms proposed by the Customer.

(b) By placing an Order, the Customer accepts these Terms.

(c) Any variation to these Terms must be agreed in writing.

(d) The Supplier may amend a Quote before acceptance where required due to pricing changes, availability or project variations.

3. Quotes

(a) Quotes are valid for 30 days unless otherwise stated.

(b) Unless expressly agreed in writing, Quotes exclude delivery and installation of the goods.

(c) Lead times are estimates only and may vary due to production scheduling, freight, material availability or events outside the Supplier's reasonable control.

(d) The Supplier reserves the right to amend a Quote prior to acceptance where material, freight or manufacturing costs change.

4. Orders

(a) A Sales Order will be accepted by the Customer on activation of the Sales Order. A Sales Order will be activated at the earlier of:

- (i) payment of a deposit;
- (ii) payment in full;
- (iii) delivery of the Goods; or
- (iv) where the Customer is a wholesaler or distributor with approved trading terms, the issue of a purchase order, or written confirmation to proceed.

(b) Orders must clearly identify the Goods being ordered.

(c) Placement of an Order signifies acceptance of these Terms and the applicable Quote.

(d) The Supplier may refuse an Order where Goods are unavailable, payment terms are not satisfied, or accounts remain overdue.

5. Variations

(a) Variations requested by the Customer must be agreed in writing.

(b) Variations may result in revised pricing, lead times or additional charges.

6. Invoicing and Payment

(a) The Supplier may require a deposit of up to 50% prior to manufacture, procurement or supply of Goods.

(b) The Supplier may issue invoices:

- (i) prior to delivery;
- (ii) upon dispatch; or
- (iii) in accordance with approved trading terms.
- (iv) by instalment where Goods are supplied in stages or separate deliveries.

(c) Full payment may be required prior to dispatch where Goods are custom, made-to-order, specially procured, or where the Customer does not hold an approved trade account.

(d) The Supplier may deliver Goods in separate instalments and invoice each instalment separately.

(e) The Supplier may withhold manufacture, dispatch or delivery until payment is received in cleared funds.

(f) Payment terms are as stated on the invoice or approved trading terms.

(g) Payment is not deemed made until cleared funds are received by the Supplier.

(h) Payments may be made by electronic transfer, credit card or any other approved payment method.

(i) The Customer is not entitled to withhold payment because of any claim or dispute, subject to the Customer's rights under the Australian Consumer Law.

(j) The Customer must pay interest on overdue amounts at the rate of 1.75% per month or the maximum rate permitted by law (whichever is lower), calculated daily from the due date until payment is received in full.

(k) The Customer is liable for reasonable costs incurred in recovering overdue amounts.

(l) All amounts are exclusive of GST unless otherwise stated.

7. Installation, Use and Purpose of Goods

(a) The Supplier may provide installation guides, technical information and recommendations relating to the Goods on its website (www.glosswood.com.au).

(b) Such information is general in nature only and does not replace the services of professional builders, contractors and/or consultants.

(c) The Customer is responsible for ensuring the Goods are suitable for the intended application and are installed by appropriately qualified tradespersons.

(d) The Customer is responsible for ensuring the selected Goods and installation system comply with all applicable building codes, fire performance requirements, acoustic requirements, standards and project-specific compliance obligations.

(e) The Supplier is not responsible for Loss arising from incorrect installation, or use of the Goods by the Customer or third party which does not comply with the relevant Guides or is otherwise not in accordance with industry practice or applicable industry standards (if any).

(f) Apart from the Guides, the Supplier may from time to time provide the Customer with additional information in relation to the use, purpose or application of the Goods (Additional Information).

Additional Information is based on the facts disclosed to the Supplier at the time the information is provided to the Customer. If any relevant facts have not been disclosed to the Supplier, or if circumstances change, the Additional Information may not be accurate. To the extent permitted by law, the Supplier will not be liable in relation to any use of the Goods by the Customer or third party which:

is not in accordance with the Additional Information; or
is in accordance with Additional Information provided by the Supplier at a time when the Supplier was not in possession of all relevant facts pertaining to the Customer's circumstances or where those circumstances have changed without the Supplier's knowledge.

8. Acceptance of Goods

- (a) The Customer must accept Delivery when the Goods are made available by the Supplier.
 - (b) The Supplier may charge reasonable storage, handling or redelivery costs where Delivery is delayed by the Customer.
 - (c) The Customer must inspect the Goods upon delivery.
 - (d) Any claim relating to incorrect supply, visible defects or damage must be made in writing within 7 days of delivery.
 - (e) The Customer must not install Goods with visible faults that would reasonably be identified prior to installation.
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9. Natural Characteristics of Timber

- (a) Timber is a natural product and variation in colour, grain, texture, tone, finish and appearance is to be expected. Samples, photographs and display materials are indicative only and may not exactly match supplied Goods. Colour consistency between batches cannot be guaranteed.
 - (b) The Customer acknowledges that the Goods may naturally expand, contract, warp, weather, fade or otherwise change over time due to environmental conditions, sunlight, moisture, temperature, installation methods and general use.
 - (c) Minor marks, movement, variation and ageing consistent with the natural characteristics of timber do not constitute defects in the Goods. The Customer acknowledges that deterioration resulting from ordinary use, exposure, or ageing of the Goods constitutes fair wear and tear and does not give rise to any claim for defect, replacement or compensation.
 - (d) The Customer acknowledges that exposure of the Goods to moisture, humidity, water, condensation or wet conditions may cause swelling, shrinkage, warping, mould, deterioration or other changes over time and does not constitute a defect or failure of the Goods. The Supplier shall not be liable for any loss or damage arising from such exposure.
 - (e) The Customer acknowledges that exposure of the Goods to sunlight, ultraviolet (UV) radiation, heat, weather conditions or environmental factors may cause fading, discolouration, movement, distortion or other changes over time and does not constitute a defect or failure of the Goods. The Supplier shall not be liable for any loss or damage arising from such exposure.
 - (f) The Customer is responsible for ensuring the Goods are correctly stored, sealed, installed, ventilated and maintained in accordance with the Supplier's recommendations and industry practice.
 - (g) To the maximum extent permitted by law, the Supplier is not liable for Loss arising from the natural characteristics, performance or ageing of timber products.
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10. Title and Risk

- (a) Risk in the Goods passes to the Customer upon delivery.
 - (b) Title in the Goods does not pass to the Customer until all amounts owing to the Supplier are paid in full.
 - (c) Until title passes:
 - (i) the Customer holds the Goods as bailee for the Supplier;
 - (ii) the Supplier may register a security interest under the PPSA; and
 - (iii) the Supplier may repossess Goods where payment remains overdue.
 - (d) If the Goods are damaged or destroyed prior to title passing, the Customer holds any insurance proceeds relating to the Goods on trust for the Supplier.
 - (e) The Customer must do all things reasonably required by the Supplier to give effect to the Supplier's rights under the PPSA.
 - (f) The Customer grants the Supplier authority to enter premises where reasonably necessary to recover unpaid Goods.
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11. Intellectual Property Rights

- (a) Intellectual Property Rights in materials produced by the Supplier remain the property of the Supplier unless otherwise agreed in writing.
 - (b) The Customer warrants that all designs, specifications or instructions given to the suppliers will not cause the supplier to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify the supplier against any action taken by a third party against the supplier in respect of any such infringement.
 - (c) The Customer agrees that the supplier may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings of Goods which the supplier has created for the Customer.
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12. Cancellation

- (a) The Supplier may cancel a Sales Order or suspend supply of Goods prior to delivery by written notice to the Customer. The Supplier will refund any amounts paid for Goods not supplied.
 - (b) The Customer may cancel a Sales Order for stocked Goods within 30 days of the Sales Order date:
 - (i) for a credit equal to the amount paid; or
 - (ii) for a refund less a restocking and administration fee equal to 30% of the Price.
 - (c) Orders cannot be cancelled once dispatch, delivery or collection has been arranged.
 - (d) Custom, made-to-order, specially finished or specially procured Goods cannot be cancelled once production or procurement has commenced.
 - (e) If the Customer cancels an Order outside this clause, the Supplier may retain any deposit paid to cover costs incurred in connection with the Order.
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13. Default by Customer

- (a) An event of default occurs where the Customer:
 - (i) fails to pay amounts when due;
 - (ii) breaches these Terms and fails to remedy the breach within 14 days of notice;
 - (iii) becomes insolvent or bankrupt; or
 - (iv) ceases or threatens to cease business operations.
 - (b) Upon default, the Supplier may:
 - (i) suspend or terminate supply;
 - (ii) terminate Orders or trading terms;
 - (iii) repossess unpaid Goods; and/or
 - (iv) declare all outstanding amounts immediately due and payable.
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14. Termination

The Supplier may terminate these Terms, suspend supply or withdraw trading terms at any time by written notice to the Customer. The Customer may terminate these Terms by providing 14 days written notice. Termination does not affect any Sales Order accepted prior to termination unless otherwise agreed by the Supplier in writing.

15. Warranties

- (a) The Supplier may (but is not obliged to) provide a written warranty in relation to certain Goods.
 - (b) Any warranty is subject to these Terms and any applicable warranty document issued by the Supplier.
 - (c) Unless otherwise agreed in writing, any voluntary warranty offered by the Supplier applies to residential applications only.
 - (d) Certain products supplied by the Supplier, including GW × Abodo products, may be subject to separate manufacturer warranties, technical literature, installation requirements and maintenance documentation issued by the original manufacturer. The Customer acknowledges that such products must be installed, coated, maintained and used strictly in accordance with the applicable documentation. The Customer should refer to the specific warranty and technical documentation applicable to the selected product.
 - (e) To the extent of any inconsistency between the Supplier's general warranty terms and any product-specific manufacturer warranty, the product-specific warranty documentation will prevail in relation to that product.
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16. Warranty Eligibility Conditions

Any warranty applies only where the Customer demonstrates, to the Supplier's reasonable satisfaction, that:

- (a) the Goods were supplied by the Supplier.
 - (b) the Goods were correctly installed in accordance with the Supplier's guidelines and applicable standards.
 - (c) the Goods have not been altered or misused.
 - (d) the Goods were installed by appropriately qualified tradespersons.
 - (e) the Goods have been properly maintained in accordance with the supplier's maintenance guidelines and generally accepted industry practice; and
 - (f) environmental, coating, ventilation and moisture management requirements have been complied with.
 - (g) the Goods have not been exposed to conditions outside their intended application or performance classification.
 - (h) The Goods were properly acclimatised, stored and conditioned prior to installation.
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17. Burden of Proof and Claim Requirements

- (a) The Customer bears responsibility for demonstrating compliance with warranty requirements.
- (b) The Supplier may request supporting information including proof of purchase, installation details (including substrate preparation), photographs of the Goods and surrounding installation, maintenance records, environmental data, and any other information reasonably required to assess the claim.
- (c) Failure to provide requested information may result in the claim being declined. The Supplier is not required to establish the cause of any alleged defect prior to determining whether a claim falls within the scope of any applicable warranty.

18. Environmental and Application Exclusions

- (a) Unless otherwise agreed in writing, warranties do not apply where the Goods are:
 - (i) installed within 1 kilometre of a marine environment without an approved coating and maintenance system;
 - (ii) exposed to excessive moisture, water ingress or abnormal environmental conditions;
 - (iii) installed outside the Supplier's published recommendations;
 - (iv) affected by structural movement or substrate failure; or
 - (v) not maintained in accordance with the Supplier's recommendations.

19. Assessment and Remedy

- (a) If a warranty claim is accepted, the Supplier may elect to:
 - (i) repair the Goods;
 - (ii) replace the Goods; or
 - (iii) refund the purchase price of the affected Goods.
- (b) Replacement Goods may vary in appearance due to natural timber variation and batch production processes.

20. Limitation of Liability

- (a) Nothing in these Terms excludes or limits rights available under the Australian Consumer Law.
- (b) To the extent permitted by law, the Supplier's liability is limited, at the Supplier's option, to:
 - (i) repair of the Goods;
 - (ii) replacement of the Goods;
 - (iii) supply of equivalent Goods; or
 - (iv) refund of the purchase price of the affected Goods.
- (c) Information, samples, technical advice and recommendations provided by the Supplier are general in nature and provided in good faith.
- (d) The Supplier is not responsible for the performance, compatibility or failure of third-party coatings, adhesives, sealants, substrates, fixing systems or other products used in conjunction with the Goods.
- (e) To the fullest extent permitted by law, the Supplier is not liable for indirect or consequential loss, including loss of profit, loss of revenue, loss of opportunity, project delay, liquidated damages, financing costs, removal costs, reinstallation costs or any third-party costs.
- (f) To the fullest extent permitted by law, the Supplier is not liable for labour, demolition, removal, reinstallation, access, transport, storage, project delay or any other associated costs relating to the Goods or arising from any warranty claim.
- (g) The warranty provided under any warranty is for the benefit of the original purchaser only and may not be assigned or otherwise transferred to any other person, including any subsequent user of the Goods.

21. Indemnity

The Customer indemnifies the Supplier against claims, loss or damage arising from:

- (a) incorrect installation, handling, storage or use of the Goods;
- (b) breach of these Terms by the Customer; or
- (c) infringement of third-party intellectual property rights arising from materials or instructions supplied by the Customer.

22. Force Majeure

The Supplier is not liable for delay or failure to supply caused by events beyond its reasonable control, including (but not limited to) material shortages, freight disruption, war, acts of God, industrial action, government restrictions, failures or malfunctions of computers, systems or telecommunications infrastructure.

23. Dispute Resolution

- (a) The parties must first attempt to resolve disputes through good faith discussions.
 - (b) If unresolved, either party may refer the dispute to mediation prior to commencing legal proceedings, except where urgent interlocutory relief is required.
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24. Privacy

- (a) The Supplier may collect, use and disclose personal and credit information for the purposes of:
 - (i) supplying Goods;
 - (ii) processing payments and managing accounts;
 - (iii) assessing creditworthiness;
 - (iv) recovering overdue amounts; and
 - (v) marketing and customer communications.
 - (b) The Supplier may disclose information to credit reporting agencies, contractors, advisers, related entities and service providers where reasonably required or permitted by law.
 - (c) Personal information will otherwise be handled in accordance with the Supplier's Privacy Policy.
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25. Other Matters

- (a) These Terms are governed by the laws of Western Australia.
 - (b) If any provision is unenforceable, the remaining provisions continue in effect.
 - (c) These Terms constitute the entire agreement between the parties relating to the supply of Goods.
 - (d) These Terms of Trade supersede all oral and written negotiations and communications by and on behalf of either of the parties.
 - (e) A failure to exercise a right does not constitute a waiver of that right.
 - (f) If any provision of these Terms of Trade at any time is or becomes void, voidable or unenforceable, the remaining provisions will continue to have full effect.
 - (g) Notices may be given by email or other written communication.
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