

Contract Terms and Conditions

Definitions:

- a) QFence (we/us/our)
 - b) The customer as addressed on the attached invoice or quote (you/your)
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1. Time for delivery is stated according to our best expectations, but the same is not guaranteed, nor is it a condition of this contract unless specified in writing at the time of contract.
 2. All prices are subject to G.S.T., and valid for a period of one (1) month. Where stated, prices may also be subject to site inspection.
 3. No quotations, representations or oral agreements are binding upon us unless confirmed by us in writing.
 4. We will only accept and be bound by an alteration, amendment or addition to our quotation if the alteration, amendment or addition has been entered into in writing and agreed upon by you and us.
 5. Unless other arrangements are made in writing, where two or more parties are involved in the erection of a shared fence, responsibility for payment to us for the entire fence rests with the person with whom the contract was initially negotiated and who signs as accepting the quotation.
 6. In the absence of surveyors' pegs all reasonable care will be taken to ensure correct alignment of fence but we accept no responsibility for any inaccuracy. If accuracy is essential, it is the property owners responsibility to have the site surveyed and pegged before work begins.
 7. Unless stated in the quotation no allowance has been made for any underground obstructions, i.e. rock, concrete, tree roots, old posts or other matter which may lead to an additional charge at our hourly rate for labour if encountered during the necessary excavations. Clear access is required to the site. It is at the sole discretion of QFence as to whether it wishes to negate or amend the original quotation resulting from underground obstructions or altered access or excavation arrangements necessitated by site development.
 8. Although all reasonable care will be taken, we do not accept any responsibility for damage caused to underground services such as power, water, telephone, sewerage or other drains etc. during performance of this contract nor can the Customer claim against QFence for loss and/or damage associated with any damage to underground services. If any of these services are difficult to locate it is the property owner's responsibility to mark their whereabouts.
 9. Orders may not be cancelled without our express agreement in writing. Liquidated damages for cancellations may apply.
 10. Non-payment of an account within the specified period will invalidate any discount or allowance quoted by us. After the due date of payment, we may charge interest on outstanding amounts payable, calculated on a daily balance, at the reference rate of our nominated Banking Corporation + 2%.

11. Property in any goods delivered to you, will not pass to you until the later of:
 - a) payment in full for the goods/services; and
 - b) payment in full for all monies owed by you to us. However, the risk in goods shall pass to you on delivery.
12. If you fail to pay the purchase price or any other debts to us, you acknowledge that we/or our agents, may recover our goods or any of them for the purpose of resale and may enter upon your premises for that purpose.
13. By agreeing to this quotation you acknowledge that we may lodge a caveat over any land you own or may own to secure payment of any monies now or in the future payable or which is owing to us.
14. You agree to pay and reimburse us on demand for all legal costs, stamp duty or other costs or expenses suffered or incurred by us in securing payment in connection with the sale of goods or supply of services to you (without limitation) on a full indemnity basis.
15. Pricing on this quote is provided on the basis that the complete works on the quote is undertaken. If individual components are accepted and others excluded pricing may differ.

Warranty

1. We hereby guarantee that installations completed by us will be free from defects in materials and workmanship for one (1) year from the purchase date.
2. Our obligations under this warranty are limited to free repair or replacement of the parts which we find defective. We expressly exclude:
 - a) Damage or defects due to accidents, alterations, misuse, abuse, motorised devices or failure to follow any maintenance instructions, or
 - b) Normal wear and tear, and
 - c) Incidental or consequential damages, losses or costs.
3. The benefits conferred by this warranty are in addition to your other rights and remedies under the Trade Practices Act 1974 and similar State and Territory laws.
4. Nothing in the warranty shall be read or implied to purport to exclude, restrict or modify or have effect of excluding, restricting or modifying (in relation to the supply of any goods or services) all or any of the provision of Part V of the Trade Practices Act 1974 or any relevant State Act or Territorial Ordinance which by law cannot be excluded, restricted or modified.
5. We guarantee our workmanship against defect. This guarantee does not extend to any damage occasioned by water, fire, accident, misuse, lack of proper care or normal deterioration by wear and tear.
6. Our liability in respect of defects in materials and components used in the manufacture of any product shall be limited by the warranties issued by the suppliers of such materials and components and the suppliers acknowledgments that a defect exists.
7. We shall not be held responsible for unsatisfactory performance of our products or subsequent damage where the cause of such performance and/or damage can be attributed to faulty construction of any building to which such products have been fitted.