



NRTQ Pty Ltd ATF The Timber Trust T/A Wood Floor Solutions (Aust)
TERMS and CONDITIONS of SALE
CASH SALE CUSTOMERS

1. Definitions

- 1.1. "Company" is NRTQ Pty Ltd ATF The Timber Trust T/A Wood Floor Solutions (Aust) of Unit 1, 15 Parramatta Rd Underwood Qld 4119 Australia
- 1.2. "Contract" is the Contract for the sale of the goods formed by acceptance of the order for the goods.
- 1.3. "Customer" is the person, firm, corporation or other body to whom the invoice is addressed.
- 1.4. "Goods" are the subject of the sale under the Contract specified on the face of the invoice or where the context so admits means part of them.
- 1.5. "Mill" is the timber production facility or any other supplier.

2. General

- 2.1. The following are the Terms and Conditions of sale for the goods unless otherwise stated in a written form in which case the terms and conditions appearing on this Company form shall prevail in the case of any inconsistency PROVIDED HOWEVER that if any of these terms or conditions contravenes or is prohibited by any law of statute for time being in force (or which may come into force) including (but not limited to) the Trade Practices Act 1974 (as amended) such terms or conditions shall not apply to the Contract but the remaining terms and conditions shall continue in full force and effect.
- 2.2. Unless the Company otherwise agrees in writing, at the request of the Customer, delivery of the goods shall take place at the Company's premises.
- 2.3. The Customer shall promptly notify the Company in writing of any changes in address.
- 2.4. Any notice or document required to be served by the Company on the Customer may be served by sending such notice by post or by hand delivering same to the last known address of the Customer and shall be deemed to have been received by the Customer two (2) days after posting by the Company or at the date of delivery by hand.
- 2.5. No waiver by the Company of a Customer's breach or failure to comply with these terms and conditions shall be construed as a general waiver of such condition.
- 2.6. If any future contract between the Company and the Customer is inconsistent with these Terms and Conditions, then these Terms herein contained, will apply unless the subsequent Contract refers to and specifically alters these terms of trade in writing.
- 2.7. The Company shall be entitled at any time to assign its rights under this agreement.

3. Terms of Payment

- 3.1. The Company will issue a quote and/or order form which if accepted by the customer must be either paid in full by cleared funds prior to delivery or a non-refundable deposit of 20% of the order must be paid to hold the goods for the customer.
- 3.2. If the Customer is in default of any of the terms or conditions hereof, the Company may withdraw any discount / rebate entitlement the Customer may have, and/or cease supply without notice.
- 3.3. Time is of the essence for the performance of the Customer's obligations.
- 3.4. All losses, expenses, interest and costs including (but not limited to) legal fees consequent upon the Customer's failure to pay on the due date shall be recoverable from the Customer by the Company as liquidated damages.

4. Price

- 4.1. The Purchase price of the timber products and other goods and services purchased shall be as agreed between the Customer and the Company from time to time.

5. Supply

- 5.1. The Company reserves the right to supply the Customer at any time without prior notice to the Customer or to require payment by cash or cleared funds prior to delivery.

6. Access

- 6.1. Where an order to deliver timber products requires the Company or its carrier to enter upon the Customer's premises, the Customer shall provide full and safe access to the Company or its carrier and shall also indemnify the Company against all costs, losses and damages to property and injury to persons, occurring directly or indirectly as a result of the failure by the Customer to ensure full and safe access.

7. Representations

- 7.1. Without in any limiting the Customer's statutory rights, the Customer acknowledges that neither the Company nor its servants and agents have made representations or given any promise or undertaking which is not expressly set out in writing whether as to the fitness of the goods and services for any particular purpose or any other matter.

8. Title of Goods

- 8.1. Goods which the Company agrees to sell shall remain the Company's sole and absolute property as legal and equitable owner until such times as the Customer has paid in full for those goods but such goods shall nevertheless be at the risk of the Customer as soon as they are delivered to or to the order of the Customer.
- 8.2. Title to the property in the Goods shall not pass to the Customer until the Customer has paid to the Company by way of cleared funds, the debt.

9. Delivery

- 9.1. The Company will make all reasonable efforts to have goods delivered to the Customer on or before the date agreed between them (if any) as the delivery date, however the Company shall be under no liability whatsoever should delivery not be made on or before such date and any delay in delivery or completion shall not constitute a breach of this contract. In the event of the Customer or its servants and agents are not on site to accept delivery, then the Company's driver's signature denoting the time, date and place of delivery shall be deemed proof of delivery and acceptance of the delivery.

10. **Variation of Terms**
10.1. The Company may add to or vary the Agreed Terms of Trade and Conditions including pricing and payment provisions from time to time.
11. **Variation in Product**
11.1. The Customer acknowledges that timber products of a particular grade description may vary in grain colour, hardness and other characteristics. If the Customer wishes to match the characteristics of any product, it shall be their responsibility to purchase sufficient quantities of the product to allow them to select and match the product.
12. **Order Cancellation**
12.1. Orders cancelled or returned shall incur a cancellation fee of 20% of the total value of the order.
13. **Return of Goods for Exchange, Credit or Refund**
13.1. All Company products are tested for moisture content, dimensions and grading prior to dispatch using Australian Standards 2796. It is the responsibility of the customer to ensure adequate timber protection and acclimatisation is provided from the time of delivery.
13.2. It is the responsibility of the Customer to inspect all goods upon delivery and any claim in respect to alleged defect, shortage in quantity, damage or failure to comply with the customers order must be made in writing to the Company within 7 days of delivery.
13.3. The Customer acknowledges that any products sold as "end of run specials" or seconds are sold as is and it is the Customer's responsibility to inspect and ensure that the goods are fit for purpose. The Company shall be under no obligation to accept any return for credit once the goods have been paid and delivered.
13.4. The goods in respect to such claim must be preserved in tact for a reasonable period after a notice of claim has been made. The customer must provide to the Company, upon request, evidence of claim by way of photo's, samples or the Company allowed access to such goods for inspection. No claim shall be entered into once products have been installed.
13.5. The Company will only consider claims as outlined in 13.2 and 13.4 where it relates directly with a product supplied by the Company. The Company will not accept claims for additional costs which the Customer may have incurred as a result of the claim.
13.6. No exchange, credit or refund for change of mind or incorrect product choice by the Customer.
13.7. **The Customer shall pay all freight charges for the return of goods** unless the Company expressly agrees in writing to accept liability for such charges.
13.8. The following types of goods cannot be returned for exchange, credit or refund under any circumstances where a claim for defect has been lodged as outlined in 13.2.
a) Any goods specifically cut to size;
b) Any goods specifically made, or otherwise treated or purchased for the Customer;
c) Any goods damaged or altered in any way by the Customer.
d) Any goods installed by the customer
13.9. In relation to 13.2, the Company is limited to, at the Company's sole discretion, to exchange the goods, credit the goods or refund the purchase price.
13.10. Without prejudice to condition 13.4 of Return of Goods for Exchange, Credit or Refund, the Company will accept no responsibility for any loss arising as a result of the Company's failure to give credit or its delay in doing so.
14. **Lien**
14.1. The Company reserves the right to retain the goods until payment has been received in full by way of cleared funds.
15. **Liability**
15.1. Unless expressly agreed to the contrary by the Company in writing, the provisions and tolerance contained in the standard specification to which the goods are manufactured by the Company or its suppliers will apply to all orders accepted.
16. **Jurisdiction**
16.1. The Customer acknowledges that any dispute will be resolved in the courts of Queensland and that the Contract shall be deemed to have been made in Underwood.