

Wade Architectural Design Elements Pty Ltd: Warranty, Terms and Conditions of Supply

1. All estimates and quotes are accepted on the following Terms & Conditions, unless expressly varied or amended in writing by WADE, which will be valid for 30 days. Each sale of goods is made upon and subject to these Conditions of Sale to the exclusion of any terms and conditions or amendments (whether expressed or implied oral or written) except those appearing on this document.
2. If a written quotation is accepted by you, the goods as per quote will be made and you shall pay for work in accordance with the quotation and our standard terms and conditions.
3. WADE may amend any quotation before work has been completed to:
 - Take into account any rise and/or fall in the cost of producing the goods and WADE shall notify you of any such amendment as soon as practicable
 - Without liability on the part of WADE, correct any errors or omissions in any estimate, quotation, order confirmation, invoice or other document issued by WADE to you.

Upon WADE giving you notification of any such amendment to the quotation, the amended quotation shall be and be deemed to be the quotation for the purposes of these terms and conditions.
4. Invoice. When the goods have been produced, WADE will issue a Tax Invoice to you for the amount of the quotation or, if no quotation was given, for the amount representing the charge of the products to be provided by WADE in filling your order and for any of the other charges specified in clause below;
 - Fees for additional work required to be done as a result of you changing your instructions 'variation'.
 - Fees for additional work required to be done as result of new customer instructions, including mold cost and re-making 'variation'.
 - Fees for storing material for the purpose of the order.
 - Freight costs and charges
 - Other charges, fees or disbursements referred to in these terms and conditions that are not specified in this clause.
5. The Customer agrees to pay for all goods supplied or services provided, plus any GST applicable to the goods and services, within 5 days of the date of the invoice issued and prior to delivery in respect of those goods or services or within such a period or time as may be notified to the Customer by WADE.
6. Advance & Progress payments
 - WADE will issue an invoice for the deposit amount specified in quotation before commencing work. WADE is under no obligation to carry out any work for you until it has received the payment of said invoice.
 - If the work is suspended for more than 30 days at your request or as a result of something for which you are responsible, WADE may issue a tax invoice for a particular amount for work already done plus and appropriate storage costs.
7. WADE shall notify you when the goods are ready for collection / delivery.
8. All deliveries will be to the curbside of the delivery address. In the event that delivery cannot be accepted for whatsoever reason then the customer will be liable for any additional cartage charge incurred.
9. Collection. You must collect goods from WADE premises upon being notified by WADE that the goods are ready for collection. If WADE agrees to deliver the goods you shall bear all freight costs and charges associated with the delivery
10. Any claim for non-delivery, shortage in supply or damage occurring during the course of delivery or any claim for rejects by a customer must be in writing and given to the manager of the supplier within 48 hours of delivery.
11. You acknowledge and agree:
 - Colour variation may occur between samples and production batches as a result of the use of natural raw materials and or other factors
 - You will accept any reasonable variation that may occur.
 - On request WADE will submit pre-delivery samples for you to review and approve at your cost.
12. All products supplied by WADE are guaranteed for 12 months from delivery, and will be replaced free of charge if found to be defective. This guarantee is strictly limited to product replacement and does not cover installation by others. This warranty is subject to these terms and conditions.
13. Warranty Claims; WADE products carry a general warranty that does not apply if:
 - The product is misused;
 - The surface is not maintained;
 - The product is applied to an inappropriate surface or one that has suffered excessive wear or etching;
 - The surface is exposed to unusual and or excessive environmental conditions, including but not limited to rising damp and salt attack.
14. The Risk in the goods passes to you when:
 - WADE delivers the goods to your premises (curb side delivery) – at the time of delivery, or
 - WADE advises that the goods are ready for collection..
15. The Customer shall indemnify the Supplier against any loss or expense arising from the Customer breaching this Contract.
16. Ancillary Materials. Unless WADE and you agree otherwise, all drawings, sketches, photographs, designs, dummies, models, dies, plates, molds or any other form produced by WADE in the course of preparation for performing products are the property of WADE.
17. Ideas. You must keep confidential & not use, without the written consent of WADE any ideas communicated by WADE to you.
18. If WADE has to obtain goods and services from a third party in order to carry out instructions:
 - WADE acquires such goods and services as your agent and not as principal and have no liability to you in relation to the supply of those goods and/or services. Any claim by you in relation to the supply of those goods and services must be made directly against the third party.
 - You must pay for such goods and services
 - Property in any such goods obtained from third party and incorporated into the goods passes to WADE at the time of incorporation.

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19. Property left with WADE. If you have property in the possession of WADE without specific instructions as to what is to be done with it, WADE will after 12 months of gaining possession of the said property dispose of or sell the property and retain any proceeds of the sale as compensation for holding and handling the property.
20. Responsibility to Insure. WADE has no responsibility to insure any of your property in the possession of WADE. You must pay the cost of any insurance arranged by WADE at your request.
21. Force Majeure. WADE will have no liability to you in relation to any loss, damage or expense caused by the failure of WADE to complete the order or to deliver the goods as a result of fire, flood, tempest, earthquake, riot, civil disturbance, theft, crime, strike, lockout, breakdown, war the inability of normal suppliers of WADE to supply necessary materials or any other matter beyond the control of WADE
22. Disclaimer of Liability, WADE disclaims all conditions and warranties expressed or implied and all rights and remedies conferred on you, by statute, common law, equity trade, custom or usage otherwise and all of those conditions and warranties and those rights and remedies are excluded other than any non-excludable rights. To the extent permitted by law, the liability of WADE for a breach of non-excludable right is limited, at the option of WADE to the re-supply of goods or of payment of the original cost of the goods supplied.
23. Indirect Losses, Notwithstanding any other provision of these terms and conditions, WADE is under no circumstance liable in contract, tort (including without limitation, negligence or breach of statutory duty) or otherwise to compensate you for:
 - Any increased costs or expenses
 - Any loss of profit, revenue, business, contracts or anticipated savings
 - Any loss or expense resulting from a claim by a third party.
 - Any special, indirect or consequential loss or damage of any nature.
24. No Waiver. A power or right is not waived solely because the party entitled to exercise that power or right does not do so. A single exercise of the right will not preclude any other further exercise of that power or right and or any other power or right. A power or right may only be waived in writing, signed by the party and be bounds by the waiver.
25. Non-Excludable Rights. The parties acknowledge that, under applicable State and Commonwealth law, certain conditions and warranties may be implied in these terms and conditions and there are rights and remedies conferred on you in relation to the provision of the goods or the services which cannot be excluded, restricted or modified by agreement.
26. Should the Customer default in any payment due under this agreement then the Customer agrees to pay the Supplier interest on all moneys, including GST, from the due date for payment and the Customer undertakes to pay any interest so charged. Such interest shall be calculated on a daily basis from the due date for payment until the date the supplier receives payment at a rate not exceeding 2.0% per month.
27. Retention of title. Until you have paid for all amounts outstanding in relation to goods:
 - Title in the goods shall not pass from WADE to the customer
 - If the goods are in your possession, you shall hold the goods as trustee for WADE and must store the goods so they are clearly identifiable as the property of WADE.
 - WADE may call for and recover possession of goods (for which purposes WADEs employees or agents may enter your premises and take possession of the goods without liability to you) and you must deliver the goods to WADE if so directed by WADE.
 - You may in the ordinary course of your business, sell the goods to a third party subject to the proceeds of that sale being held as trustee for WADE. You must also assign claim against said third party to WADE.
28. The Customer agrees to pay any expenses, costs or disbursements incurred by the Supplier in recovering any outstanding monies including but not limited to debt collection commission, charges, legal fees, along with all solicitors' costs incurred by the Supplier shall be paid by the customer.
29. In the event that moneys due by the Customer to the Supplier are not paid by the due date or the Customer is declared bankrupt or gives any authority to a trustee under section 188 of the Bankruptcy Act, or commits any act of bankruptcy, or ceases to trade or carry on business in the usual manner, or where the Customer is a company a petition for winding up is filed, or an administrator or receiver is appointed then all moneys owing by the Customer to the Supplier will become immediately payable without the necessity for any demand for payment of those moneys being made by the Supplier. This agreement also binds a company appointed administrator both severally and jointly.
30. If any part of this Agreement is held to be void, voidable, unenforceable or illegal, then ipso facto that part shall be deemed never to have been a part of the Agreement which shall continue with the remaining provisions
31. Any venue for dispute resolution is to be the closest venue to the Sydney CBD and any further Terms and Conditions are governed by and are to be interpreted in accordance with the laws and by mutual consent to be subject to the jurisdiction of the Courts in the state of New South Wales.