

**Terms & Conditions - Retail**

**1. INTERPRETATION**

In these Terms & Conditions:

- (a) *Purchaser* means the person or entity ordering the Goods & Services, as shown on the invoice, purchase order or other document evidencing an order for Goods & Services;
- (b) *Credit Application* means any form accepted by Shedcraft as an application for credit;
- (c) *Goods & Services* means all goods sold and services provided by Shedcraft to the Purchaser from time to time and described on an invoice;
- (d) *Shedcraft* means Small Sheds Big Ideas Company Pty Ltd ACN 087 293 070 trading as Shedcraft;
- (e) *GST* means the goods and services tax levied under the *A New Tax System (Goods & Services and Services Tax) Act 1999 (Cth)* as amended; and
- (f) *PPSA* means the *Personal Property Securities Act 2009 (Cth)*.

**2. APPLICATION**

- (a) These Terms & Conditions apply to all sales of Goods & Services by Shedcraft to the Purchaser unless expressly waived or varied by Shedcraft in writing.
- (b) These Terms & Conditions prevail over any conditions on the Purchaser's order to the extent of any inconsistency.
- (c) Each order of Goods & Services by the Purchaser and each payment made by the Purchaser to Shedcraft represent the Purchaser's unequivocal and irrevocable acceptance that these Terms & Conditions apply as a legally binding contract between Shedcraft and the Purchaser.

**3. QUOTES**

Shedcraft's quotations are open for acceptance within the period stated within them, or if no period is stated, within 14 days.

**4. PRICE**

- (a) The order of precedence for determining the price of the Goods & Services shall be:
  - (i) the price shown on Shedcraft's invoice;
  - (ii) Shedcraft's current ruling price at the date of delivery; and
  - (iii) any quotation given by Shedcraft.
- (b) Shedcraft makes no warranty that the price of Goods & Services at the date of delivery shall be the same as at the date of order or quotation. If the Purchaser requests or agrees to variations, the Purchaser must pay the cost of such variations (as assessed by Shedcraft) in addition to the price.
- (c) Prices quoted do not include freight or delivery.
- (d) Unless specifically stated, all prices quoted exclude GST.

**5. DEPOSIT**

A Deposit of 30% of the total cost shall be paid on the acceptance of this quotation (unless otherwise agreed herein). Deposit monies cover administration costs, freight and materials ordering and are not subject to return by reason of cancellation or for any other reason. When signed this quotation becomes part of the contract and cannot be cancelled.

**6. CREDIT**

- (a) Shedcraft may, but is not obliged to, supply the Purchaser with the Goods & Services on terms that do not require payment in full at the time of delivery. If it does so, this clause applies.
- (b) Shedcraft may require the Purchaser to complete a Credit Application as a condition of extending credit.
- (c) Shedcraft may withdraw, suspend or vary the conditions of credit at any time.
- (d) Shedcraft may set and vary credit limits for the Purchaser from time to time (*Approved Credit Limit*).
- (e) Shedcraft may:
  - (i) vary the Purchaser's Approved Credit Limit at any time; and/or
  - (ii) require the Purchaser to make a payment on or prior to delivery at any time.
- (f) The Purchaser warrants and acknowledges that:
  - (i) the Purchaser has read and understood the Credit Application and these Terms & Conditions;
  - (ii) all of the information provided by the Purchaser to Shedcraft is true and correct in every particular;
  - (iii) the Purchaser can pay its debts as and when they fall due;
  - (iv) each person who submits a Credit Application and makes orders on behalf of the Purchaser is (or at the time of making each order will be) authorised to do each of those things on behalf of the Purchaser,
 and the Purchaser promises not to make any claim or seek to withhold any payment or avoid its obligations, in respect of any of the above matters.
- (g) If the Purchaser is a company, each director of the company must execute a guarantee & indemnity (in the form required by Shedcraft) as security for obligations and payments due by the Purchaser to Shedcraft under these Terms & Conditions.
- (h) The Purchaser authorises and consents to the release to Shedcraft of any information sought by Shedcraft from any bank, financial institution, credit provider, credit reporting agency or register. If requested by Shedcraft, the Purchaser must sign any document needed to enable Shedcraft to obtain such information.
- (i) Shedcraft may obtain, and the Purchaser must provide, further information from time to time.
- (j) Shedcraft's rights under paragraphs (h) and (i) above extend to any person who has or is required to give a guarantee under this clause.

**7. PAYMENT**

- (a) Notwithstanding any prior grant of credit to the Purchaser, Shedcraft reserves the right to:
  - (i) require a deposit to be paid before commencing manufacture of and/or ordering inputs and/or setting aside the Goods & Services; and
  - (ii) demand progress payments as a condition of continuing or completing any job; and
  - (iii) demand payment prior to delivery in respect of any delivery of Goods & Services.
- (b) Payment for the Goods & Services is due in full in advance of Shedcraft scheduling any works.
- (c) All payments must be made in full without set off.
- (d) Shedcraft may charge and the Purchaser must pay:
  - (i) interest at the rate of 3% more than the rate fixed for the time by the *Penalty Interest Rates Act 1985 (Vic)* , on all amounts not paid by the due date for payment, with such interest calculated from the due date until the date that all amounts due (including interest) are received as clear funds by the Shedcraft; and
  - (ii) any other costs or fees incurred or applicable as a consequence of the late payment

**8. DELIVERY**

- (a) Delivery times made known to the Purchaser are estimates only and Shedcraft will not be liable for any loss, damage or delay to the Purchaser (or its Customers) arising from late delivery or non-delivery.
- (b) For the purpose of these Terms & Conditions, Goods & Services will be deemed to have been delivered:
  - (i) when delivered into the possession of the Purchaser or a carrier engaged by the Purchaser, at the premises of Shedcraft; or
  - (ii) when delivered into the possession of a carrier engaged by Shedcraft to deliver the Goods & Services to the Purchaser, at the premises of Shedcraft.
- (c) Shedcraft is not responsible to the Purchaser or any other person claiming through the Purchaser for any loss or damage to Goods & Services in transit.

**9. ACCEPTANCE**

- (a) The Purchaser shall inspect all Goods & Services immediately upon delivery/completion and shall not make any claim in respect of the Goods & Services unless the Goods & Services are defective and the Purchaser provides written notice of any alleged defect to Shedcraft (*defect notice*) within seven (7) days of delivery.
- (b) If the Purchaser fails to give a defect notice in accordance with this clause, then subject to any non-excludable condition implied by law, the Goods & Services shall be deemed to have been accepted by the Purchaser.
- (c) If Shedcraft accepts a defect notice, the Purchaser must permit Shedcraft to have access for the purpose of attending to any agreed remedial work.

**10. CANCELLATION OF ORDERS**

No order may be cancelled except with Shedcraft's written consent and on terms which indemnify Shedcraft against loss and damage occasioned by the cancellation.

**11. RETURN**

Except as required under any applicable law, Shedcraft is not obliged to accept return of any Goods & Services, and will only do so on terms agreed in writing.

**12. TITLE**

- (a) Title to Goods & Services does not pass to the Purchaser until payment in full is received by Shedcraft from the Purchaser, and until the price is paid in full the Purchaser must:

- (i) store Goods & Services which have not been paid for separately;
- (ii) keep separate records in relation to the proceeds of the sale of any Goods & Services which have not been paid for, hold the proceeds of any such sale upon trust for and immediately remit such funds to the credit of Shedcraft; and
- (iii) if any Goods & Services are used or mixed with other materials, record the value of Goods & Services so consumed in relation to each unit of finished product and upon sale of any unit of finished product immediately remit that amount from the proceeds of sale to Shedcraft.

- (b) If the Purchaser does not pay for any Goods & Services on the due date specified in each invoice, Shedcraft is irrevocably authorised by the Purchaser to enter the Purchaser's premises (or any premises under the control of the Purchaser or as agent of the Purchaser if the Goods & Services are stored at such premises) and use reasonable force to take possession of the Goods & Services without liability for the tort of trespass, negligence or payment of any compensation to the Purchaser or anyone claiming through the Purchaser whatsoever. Repossession of Goods does not limit Shedcraft's right to claim for the price or for any other loss or damage.

- (c) Even after delivery, the Goods & Services shall remain the property of Shedcraft until all outstanding debts owed by the Purchaser to Shedcraft, including part paid debts and secured debts, are paid.

**13. SECURITY INTEREST**

- (a) In this clause 13, terms which are defined in the PPSA have the meaning given to them in the PPSA.
- (b) The Purchaser agrees to grant Shedcraft a security interest in all present and after-acquired Goods & Services and their proceeds.
- (c) These terms and conditions create a Purchase Money Security Interest in the Goods & Services supplied presently and in the future by SteelChief to the Purchaser.
- (d) At the request of Shedcraft, the Purchaser agrees to promptly execute any documentation necessary, or to do anything else required by Shedcraft, to ensure that the security interest created under these Terms & Conditions shall constitute a first ranking, perfected security interest over the Goods & Services and their proceeds. This includes providing any information necessary for Shedcraft to complete a financing statement or financing change statement.
- (e) The Purchaser waives the Purchaser's right to receive a copy of a verification statement under the PPSA.
- (f) The Purchaser agrees to reimburse Shedcraft for all costs and charges incurred, expended or payable by Shedcraft in relation to the filing of a financing statement or financing change statement in accordance with these Terms & Conditions.

**14. RISK**

Risk in the Goods & Services passes to the Purchaser upon delivery/completion.

**15. WARRANTIES**

Except as expressly set out, Shedcraft makes no express warranties or other representations under these Terms & Conditions. Under no circumstances will Shedcraft be liable for any third party or consequential claims for damage. Shedcraft's liability in any case shall be limited to the repair of goods.

**16. GENERAL**

- (a) **Safety:** Where Shedcraft provide Goods & Services at a site controlled by or at the request of the Purchaser, the Purchaser must ensure that the site is safe and that the Purchaser complies with all applicable health & safety requirements. Shedcraft agree to comply with the Purchaser's reasonable directions regarding health & safety whilst on site. Shedcraft reserve the right to refuse to enter and perform work at any site which it considers to be unsafe.
- (b) **Force Majeure:** The Purchaser releases Shedcraft from any claim, liability or responsibility concerning late delivery or failure to deliver Goods & Services if this is due to strike, lockout, riot, industrial action, fire, storm, tempest, act of God, material shortage, government law or regulation or requirement or any other cause beyond the control of Shedcraft and no such failure shall entitle the Purchaser to cancel and order or withhold payment.
- (c) **Entire Agreement:**
  - (i) These Terms & Conditions contain the entire agreement between the parties and supersede all previous agreements concluded between the parties. Each order and invoice (or delivery slip) shall constitute a binding and enforceable contract between Shedcraft and the Purchaser on the terms set out in these Conditions of Sale.
  - (ii) Any attempt by the Purchaser to impose any variation or additional terms inconsistent with these Terms & Conditions shall not bind Shedcraft.
- (d) **Proper law:** These Terms & Conditions are to be interpreted in accordance with the Acts of the State of Victoria Australia, and the parties submit to the jurisdiction of the Courts of that State.
- (e) **Dispute Resolution:** If a dispute arises out of, or in any way in connection with, or otherwise relates to the supply of Goods & Services, these Conditions of Sale or the breach, termination, validity or subject matter thereof, or as to any related claim at law, in equity or pursuant to any statute, the parties agree that they must not commence proceedings (other than for urgent interlocutory relief) in respect of such dispute until the parties first meet in good faith and use their best endeavours to resolve the dispute to their mutual satisfaction.
- (f) **Variation**  
Shedcraft may vary these Terms & Conditions from time to time, by notice in writing to the Purchaser.
- (g) **Cleared Site**  
Prices are based on The Purchaser providing a cleared site level and flat ready for erection (unless specifically detailed otherwise in these Terms & Conditions). If the site is not flat Shedcraft will not be able to complete the installation. The Purchaser will in this case incur the additional cost of the lost time including travel and reorganization. Shedcraft will then provide a quotation for preparing the site and agree on a new schedule. Normally, this is costed at \$80 per hour if it simply involves a pick and shovel.
- (h) **Concrete and wooden floor / site preparation**  
In addition to being flat and level the site should be free of plant matter and soft materials. Spreading and compacting a 50mm bed of crushed rock is a good base.
- (i) **Pegging out**  
Shedcraft depends on the alignment as pegged by the Purchaser and no responsibility is accepted by Shedcraft for incorrect pegging. Please allow for roof overhangs and consider where the water will run off the roof. Sheds greater than 10m<sup>2</sup> requires a council permit. Unless otherwise stated this is the Purchaser's responsibility.

**(j) Obstructions**

This quotation is based on the assumption of natural soil and no allowance has been made for any obstructions such as rock, concrete, tree roots, broken posts, underground pipes etc. If encountered, the cost of labour plus hire of any equipment to remove will be an additional charge to the Purchaser. Shedcraft installers would appreciate a clean site free from rubbish, toys, overhanging branches, dog debris, obstacles etc.

**(k) Underground Services**

The Purchaser shall be responsible for locating and notifying Shedcraft of the position of any services including electrical, telephone, water, gas, sewer, stormwater, irrigation or any like. These must be clearly identified and marked prior to the commencement of the job and the Purchaser shall indemnify Shedcraft against any claims or demands made by any person or authority in respect of any damage caused by Shedcraft in the course of the works if such location has not been accurately made. Please note that star pickets may be driven 750mm into the ground beside or in the shed.

**(l) Free access**

The Purchaser shall provide and maintain free and unfettered access to the site at all times and Shedcraft shall not be liable for any damage to shrubs or trees or road or ground surface whatsoever.

**(m) Materials purchasers choice**

Shedcraft does not warrant the suitability of any materials for the said project. Shedcraft hereby warrants that he has not relied on Shedcraft's description but that he has determined for himself the suitability of the materials for the said purpose.

**(n) Handling panels**

Shedcraft sheds are manufactured as pre-assembled panels. The panels need to be handled and stored carefully. Each panel should be moved in a vertical position and carefully raised / lowered flat onto the ground. Do not carry panels in a horizontal way as they may bend and be damaged. Do not handle panels when the wind is blowing as damage may occur. If you are storing the panels (overnight), ensure they are protected from the wind. Laying flat on the ground with some heavy planks on top will usually be safe. If the wind is strong they should be kept inside a garage.

**(o) Reasonable expectations**

Shedcraft will exercise due care to deliver the shed and the installation work so that the finished work is up to reasonable industry standards. The Purchaser acknowledges that steel sheets and trim may have minor scratches and dents which will not adversely affect the lifetime of the shed. The Purchaser also acknowledges that Shedcraft does not warrant the concrete floors from cracking. Shedcraft will work in an orderly and safe way. Our workers will leave the site clean and tidy.

