

"Terms & Conditions of Trade"

These Terms & Conditions of Trade are applicable to any quotation/estimate/invoice issued by ZAMBOO PTY LTD.

1. All prices include GST (unless otherwise stated).
2. All quotations/estimates valid for 30 days (unless otherwise stated).
3. All invoices payable within 14 days (unless otherwise agreed).
4. THE CUSTOMER will provide the following at no cost to THE COMPANY (unless otherwise agreed):
 - 4.1. The access necessary to complete THE WORKS.
 - 4.2. The power and water supply necessary to complete THE WORKS.
 - 4.3. The plans and approvals necessary to complete THE WORKS.
5. THE CUSTOMER must notify THE COMPANY in writing if any aspect of THE WORKS must involve the use of any particular materials, brands, models, designs or colour scheme; otherwise THE COMPANY will make a selection based on what may be considered reasonable based on the instructions received from THE CUSTOMER.
6. Should THE CUSTOMER withdraw or amend any instructions issued to THE COMPANY, THE COMPANY reserves the right to invoice THE CUSTOMER for the cost of any works completed (including the purchase, delivery and storage of any materials) based on the instructions received prior to such instructions being withdrawn or amended.
7. THE COMPANY is not liable for any problem that is only revealed when carrying out THE WORKS and THE COMPANY shall be entitled to suspend work in relation to THE WORKS until the problem is resolved by either:
 - 7.1. THE CUSTOMER agreeing that THE COMPANY will fix the problem (with THE CUSTOMER liable for the cost of such extra work) before work in relation to THE WORKS continues.
 - 7.2. THE CUSTOMER agreeing that they will fix the problem (at no cost to THE COMPANY) before work in relation to THE WORKS continues.
8. THE COMPANY is not liable for any loss or damage resulting from any insufficient or defective foundations or structure not erected by THE COMPANY.
9. Should THE CUSTOMER report any defects or omissions in relation to THE WORKS then THE COMPANY will inspect THE WORKS and ensure that such defects or omissions are rectified so that THE WORKS are completed as per the relevant quotation, estimate or invoice and the applicable statutory and/or stated warranty.
10. THE COMPANY is under no obligation to store any materials that are no longer required in relation THE WORKS (any such storage is by written agreement only).
11. Property in THE WORKS will not pass to THE CUSTOMER until THE WORKS have been paid for in full.
12. THE COMPANY reserves the right to charge THE CUSTOMER for all costs incurred by THE COMPANY in collecting monies due and payable.
13. THE COMPANY will notify THE CUSTOMER (before work commences) if any additional terms and conditions are applicable or reasonable in relation to THE WORKS.
14. In any instance where any other contract is entered into between THE COMPANY and THE CUSTOMER these Terms & Conditions of Trade shall take effect as express terms of that contract.
15. These Terms & Conditions of Trade do not restrict or modify any conditions, warranty, guarantee, right or remedy implied by law which by the terms of the law cannot be excluded, restricted or modified. Any provision of these Terms & Conditions of Trade which is invalid in any jurisdiction is invalid in that jurisdiction to that extent only, without invalidating or affecting the remaining provisions of these Terms & Conditions of Trade or the validity of that provision in any other jurisdiction.
16. THE COMPANY reserves the right to withdraw any quotation or estimate.
17. THE COMPANY reserves the right to revise these Terms & Conditions of Trade from time to time (with this revised version being issued on 27/09/2016).

DEFINITIONS:

- a) "THE COMPANY" means ZAMBOO PTY LTD.
- b) "THE CUSTOMER" means the company, firm or person who issues instructions to ZAMBOO PTY LTD.
- c) "THE WORKS" means the goods and/or services described in any quotation/estimate/invoice issued by THE COMPANY.