

## PLR Design Terms and conditions.

1. Acceptance
    - (a) The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts Delivery of the Goods.
    - (b) In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.
    - (c) Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.
    - (d) The Customer acknowledges that the supply of Goods on credit shall not take effect until the Customer has completed a credit application with PLR Design Pty Ltd and it has been approved with a credit limit established for the account
    - (e) In the event that the supply of Goods request exceeds the Customer's credit limit and/or the account exceeds the payment terms, PLR Design Pty Ltd reserves the right to refuse Delivery.
    - (f) Where PLR Design Pty Ltd gives any advice, recommendation, information, assistance or service provided by PLR Design Pty Ltd in relation to Goods or Services supplied is given in good faith to the Customer, or the Customer's agent and is based on PLR Design Pty Ltd own knowledge and experience and shall be accepted without liability on the part of PLR Design Pty Ltd. Where such advice or recommendations are not acted upon then PLR Design Pty Ltd shall require the Customer or their agent to authorise commencement of the Services in writing. PLR Design Pty Ltd shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the Services.
    - (g) Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions (Victoria) Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.
  2. Errors and Omissions
    - (a) The Customer acknowledges and accepts that PLR Design Pty Ltd shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):
    - (b) resulting from an inadvertent mistake made by PLR Design Pty Ltd in the formation and/or administration of this Contract; and/or
      - (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by PLR Design Pty Ltd in respect of the Services.
    - (c) In the event such an error and/or omission occurs and is not attributable to the negligence and/or wilful misconduct of PLR Design Pty Ltd; the Customer shall not be entitled to treat this Contract as repudiated nor render it invalid.
  3. Price and Payment
    - (a) At PLR Design Pty Ltd sole discretion, the Price shall be either:
      - (a) as indicated on any invoice provided by PLR Design Pty Ltd to the Customer;
      - or
      - (b) PLR Design Pty Ltd quoted price which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
    - (b) PLR Design Pty Ltd reserves the right to change the Price:
    - (c) if a variation to PLR Design Pty Ltd quotation is requested; or
    - (d) if unforeseen circumstances, unidentifiable difficulties or delays which are PLR Design Pty Ltd control occur (including, but not limited to, change of design, change in the scope of Services required etc.) which are only discovered on commencement of the Services; or in the event of increases to PLR Design Pty Ltd in the cost of Goods and/or Services (including but not limited to variations in foreign currency rates of exchange, labour costs, freight costs, insurance costs etc.).
    - (e) Variations will be charged for on the basis of PLR Design Pty Ltd quotation, and will be detailed in writing, and shown as variations on PLR Design Pty Ltd invoice. The Customer shall be
  4. Artwork

If PLR Design commission an Original Artwork then this clause applies (Commissioned Artwork).

    - (a) A refundable deposit of \$250.00 will be required before works commence.
    - (b) The deposit covers original artwork plus one change. Should further changes be required an additional \$250.00 will be required.
    - (c) If you choose to cancel or are treated as having cancelled the order for the Artwork for any reason then you forfeit the deposit.
  5. Lead-time
    - (a) A standard lead-time of between 6-8 weeks from receipt of customers approval.
    - (b) The lead time shall commence on approval of the order confirmation or, if required, approval of artwork, albeit not before submission of the documents, permits, authorisations to be procured by the Buyer, nor before receipt of the agreed down payment.
- required to respond to any variation submitted by PLR Design Pty Ltd within ten (10) working days. Failure to do so will entitle PLR Design Pty Ltd to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.
- (f) At PLR Design Pty Ltd sole discretion, a non-refundable deposit may be required.
    - f.1.1. Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date/s determined by PLR Design Pty Ltd, which may be: on or before Delivery of the Goods; by way of instalments/progress payments in accordance with PLR Design Pty Ltd payment schedule; thirty (30) days following the end of the month in which a statement is posted to the Customer's address or address for notices;
    - f.1.2. the date specified on any invoice or other form as being the date for payment; or failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by PLR Design Pty Ltd.
    - f.1.3. Payment may be made by electronic/on-line banking, or by any other method as agreed to between the Customer and PLR Design Pty Ltd.
    - f.1.4. PLR Design Pty Ltd may in its discretion allocate any payment received from the Customer towards any invoice that PLR Design Pty Ltd determines and may do so at the time of receipt or at any time afterwards. On any default by the Customer PLR Design Pty Ltd may re-allocate any payments previously received and allocated. In the absence of any payment allocation by PLR Design Pty Ltd, payment will be deemed to be allocated in such manner as preserves the maximum value of PLR Design Pty Ltd Purchase Money Security Interest (as defined in the PPSA) in the Goods.
    - f.1.5. The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by PLR Design Pty Ltd nor to withhold payment of any invoice because part of that invoice is in dispute.
    - f.1.6. Unless otherwise stated the Price does not include GST. In addition to the Price, the Customer must pay PLR Design Pty Ltd an amount equal to any GST PLR Design Pty Ltd must pay for any supply by PLR Design Pty Ltd under this or any other agreement for the sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

6. Delivery of Goods
- (a) Delivery ("Delivery") of the Goods is taken to occur at the time that:
- a.1. the Customer or the Customer's nominated carrier takes possession of the Goods at PLR Design Pty Ltd address; or
  - a.2. PLR Design Pty Ltd (or PLR Design Pty Ltd nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.
- (b) At PLR Design Pty Ltd sole discretion, the cost of Delivery is either included in the Price or is in addition to the Price.
- (c) PLR Design Pty Ltd may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
- (d) Any time specified PLR Design Pty Ltd for Delivery of the Goods is an estimate only. The Customer must take Delivery by receipt or collection of the Goods whenever they are tendered for Delivery. PLR Design Pty Ltd will not be liable for any loss or damage incurred by the Customer as a result of Delivery being late. In the event that the Customer is unable to take Delivery of the Goods as arranged then PLR Design Pty Ltd shall be entitled to charge a reasonable fee for redelivery and/or storage.
7. Installation
- a.1. PLR Design Pty Ltd must carry out the Installation during Normal Working Hours with all reasonable skill and care and perform the work in a workmanlike and professional manner.
  - a.2. Title to any part or parts of the order purchased by the Customer will pass upon delivery. Until payment is received in full, the Customer must:
    - a.2.1. until such time maintain such part or parts of it in good order and condition; and
    - a.2.2. if payment is not made within 7 days of the due date, the Customer irrevocably authorises PLR Design Pty Ltd to enter its Premises and agrees that PLR Design Pty Ltd is entitled to take possession of the part or parts without any liability to the Customer.
  - a.3. The Customer shall make the Premises available and, in such form, as to allow PLR Design Pty Ltd to commence installation by the date agreed upon. The Customer agrees to ensure that the Premises must at all times be a safe working environment and (without limitation) will not contain asbestos or similar hazards.
  - a.4. The Customer shall provide adequate facilities at the Premises at no cost to PLR Design Pty Ltd. Where required and not otherwise stated, these shall include parking facilities, Premises power, Premises lighting, lifting and handling equipment, scaffolding, scissor lifts, elevated work platforms, and rubbish removal skips.
  - a.5. This Agreement is based upon the State and Federal Awards applicable to the type of work involved on the Premises, however, if it becomes necessary to pay any additional site allowances the cost of these shall be added to the installation fee.
  - a.6. In the event that PLR Design Pty Ltd has agreed to carry out the Installation based on information provided by the Customer in relation to the condition of the Premises and PLR Design Pty Ltd has quoted on the basis of such advice, any unanticipated problems that might arise on the Premises involving extra work or materials may result in PLR Design Pty Ltd increasing the installation fee specified in the order
  - a.7. If PLR Design Pty Ltd is delayed in reaching completion of the Installation by the date agreed between the parties as a result of a delay which is outside its reasonable control then PLR Design Pty Ltd shall be entitled to a reasonable extension of time to complete the Installation.
  - a.8. Should PLR Design Pty Ltd be delayed in carrying out its work by delays caused by acts or omissions of the Customer, its servants or agents, any contractors or consultants engaged by the Customer or any head contractor or other party to which the Customer has contracted with, then PLR Design Pty Ltd shall be entitled to claim the reasonable costs of the delay from the Customer, and the amount shall be a debt due and owing to PLR Design Pty Ltd.
8. Risk
- (a) Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery.
  - (b) If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Customer, PLR Design Pty Ltd is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by PLR Design Pty Ltd is sufficient evidence of PLR Design Pty Ltd rights to receive the insurance proceeds without the need for any person dealing with PLR Design Pty Ltd to make further enquiries.
  - (c) PLR Design Pty Ltd shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Customer. The Customer acknowledges and agrees that in the event that any of this information provided by the Customer is inaccurate, PLR Design Pty Ltd accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.
  - (d) Detailed drawings of any services that will be embedded in the Goods are to be provided to PLR Design Pty Ltd prior to commencement of any Services. Whilst all due care will be taken no liability will be accepted by PLR Design Pty Ltd for damage to the services or any other element embedded in the Goods.
  - (e) Whilst PLR Design Pty Ltd will make every effort to accomplish an acceptable finish, the Customer acknowledges that:
    - e.1. any surfaces that run up against each other or are in close proximity
    - e.2. leading to crevices will hinder the application of the powder and PLR Design Pty Ltd cannot guarantee full coverage;
    - e.3. sharp edges are difficult to cover to the full thickness of coating and accepts that lack of full coverage may occur; and
    - e.4. porosity in a weld or welding spatter or existing imperfections in the steel can affect the quality of coating finish and coverage.
  - (f) The Customer acknowledges and agrees that:
    - f.1. where Goods are stored off site for extended periods of time as a result of any action/inaction by the Customer; and
    - f.2. resulting from incorrect use and/or installation of the Goods by the Customer or any other third party.
  - (g) The Customer acknowledges and accepts that:
    - g.1. on Customer supplied items to be powder coated, that any seams that are not fully sealed or enclosed in the item will be not guaranteed as moisture may seep into the gaps and thereby prone to rust;
    - g.2. where an anodised surface finish has been selected, slight colour variation may occur between the main unit frame and any installation trims used due to the difference in aluminium alloys available and manufacturing standards and tolerances shall not have deemed to be a defect in the Goods; and (c) Goods supplied may:
      - (h) exhibit variations in shade, colour, texture, surface and finish, and may fade or change colour over time;
      - (i) expand, contract or distort as a result of exposure to heat, cold, weather;
      - (j) mark or stain if exposed to certain substances; and
      - (k) be damaged or disfigured by impact or scratching.
    - (l) PLR Design Pty Ltd will make every effort to match batches of product supplied in to minimise such variations but shall not be liable in any way whatsoever where such variations occur.

9. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)
  - (a) The Customer must inspect the Goods on Delivery and must within forty- eight (48) hours of Delivery notify PLR Design Pty Ltd in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Customer must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Customer must allow PLR Design Pty Ltd to inspect the Goods.
  - (b) Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees).
  - (c) PLR Design Pty Ltd acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
  - (d) Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, PLR Design Pty Ltd makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. PLR Design Pty Ltd liability in respect of these warranties is limited to the fullest extent permitted by law.
  - (e) If the Customer is a consumer within the meaning of the CCA, PLR Design Pty Ltd liability is limited to the extent permitted by section 64A of Schedule 2.
  - (f) If PLR Design Pty Ltd is required to replace the Goods under this clause or the CCA, but is unable to do so, PLR Design Pty Ltd may refund any money the Customer has paid for the Goods.
  - (g) If the Customer is not a consumer within the meaning of the CCA, PLR Design Pty Ltd liability for any defect or damage in the Goods is:
    - g.1. limited to the value of any express warranty or warranty card provided to the Customer by PLR Design Pty Ltd at PLR Design Pty Ltd sole discretion;
    - g.2. limited to any warranty to which PLR Design Pty Ltd is entitled, if PLR Design Pty Ltd did not manufacture the Goods; otherwise negated absolutely.
  - (h) Subject to this clause 9, returns will only be accepted provided that:
    - h.1. the Customer has complied with the provisions of clause 9; and
    - h.2. PLR Design Pty Ltd has agreed that the Goods are defective; and
    - h.3. the Goods are returned within a reasonable time at the Customer's cost (if that cost is not significant); and
    - h.4. the Goods are returned in as close a condition to that in which they were delivered as is possible.
  - (i) Notwithstanding clauses 9 (a) to 9 (h) but subject to the CCA, PLR Design Pty Ltd shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
    - i.1. the Customer failing to properly maintain or store any Goods;
    - i.2. the Customer using the Goods for any purpose other than that for which they were designed;
    - i.3. the Customer continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
    - i.4. the Customer failing to follow any instructions or guidelines provided by PLR Design Pty Ltd;
    - i.5. fair wear and tear, any accident, or act of God.
  - (j) Notwithstanding anything contained in this clause if PLR Design Pty Ltd is required by a law to accept a return then PLR Design Pty Ltd will only accept a return on the conditions imposed by that law. Subject to clause 9, customised, or non-stock list items or Goods made or ordered to the Customer's specifications are not acceptable for credit or return.
10. Intellectual Property
  - (a) Where PLR Design Pty Ltd has designed, drawn or developed Goods for the Customer, then the copyright in any designs and drawings and documents shall remain the property of PLR Design Pty Ltd. Under no circumstances may such designs, drawings and documents be used without the express written approval of PLR Design Pty Ltd.
- (b) The Customer warrants that all designs, specifications or instructions given to PLR Design Pty Ltd Co will not cause PLR Design Pty Ltd to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify PLR Design Pty Ltd against any action taken by a third party against PLR Design Pty Ltd in respect of any such infringement.
- (c) The Customer agrees that PLR Design Pty Ltd may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which PLR Design Pty Ltd has created for the Customer.
11. Cancellation
  - (a) Without prejudice to any other remedies PLR Design Pty Ltd may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions PLR Design Pty Ltd may suspend or terminate the supply of Goods to the Customer. PLR Design Pty Ltd will not be liable to the Customer for any loss or damage the Customer suffers because PLR Design Pty Ltd has exercised its rights under this clause.
  - (b) PLR Design Pty Ltd may cancel any contract to which these terms and conditions apply or cancel Delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice PLR Design Pty Ltd shall repay to the Customer any money paid by the Customer for the Goods. PLR Design Pty Ltd shall not be liable for any loss or damage whatsoever arising from such cancellation.
  - (c) In the event that the Customer cancels Delivery of Goods the Customer shall be liable for any and all loss incurred (whether direct or indirect) by PLR Design Pty Ltd as a direct result of the cancellation (including, but not limited to, any loss of profits).
  - (d) Cancellation of orders for Goods made to the Customer's specifications, or for non-stock list items, will definitely not be accepted once production has commenced, or an order has been placed.