



“The Supplier” means Banora Garage Doors

“The Purchaser” means the person listed as the client on our quotation.

- 1) This is a proposal only recommending type, size and/or installation of product suitable for the particular job.
- 2) The Purchaser and Supplier agree that this written contract constitutes the whole agreement between the parties and supersedes all previous written and verbal communication.
- 3) The order cannot be altered, varied or modified without the written consent of the supplier.
- 4) The terms and conditions of this proposal will apply irrespective of whether the whole or part only of this offer is accepted.
- 5) Unless otherwise agreed in writing, any final payment is due upon completion of installation. For supply only orders payment is required prior to the Supplier ordering the door.
- 6) The Purchaser shall not make any deduction from any amount stated by the supplier without the written consent of the supplier.
- 7) Retention by the Purchaser is not accepted under the terms of this quotation and /or any subsequent agreement.
- 8) Property and ownership in the products will not pass to the Purchaser until payment in full of the purchase price is made.
- 9) All products shall be at risk of the Purchaser immediately upon delivery on site.
- 10) The quotation is based on the site inspection of the garage door opening on the date specified. Should any subsequent modification be made or required to the building structure or the construction of the product, these are not covered in the attached quotation and thus will be the responsibility of the Purchaser.
- 11) Where any products are to be installed by the Supplier adequate solid fixing for the product must be provided by the Purchaser. In particular, installations onto steel columns, the provision of special plate-work for bracket supports and the welding of these plates must be provided unless otherwise specified. No timber studs or steel plates are included in the quote.
- 12) Where any item on the attached quotation is a non-residential product and is to be electrically operated the mounting of the starting station, setting of limit switches, and all electrical wiring must be carried out by a licensed electrician and is not included in this quotation. In the case of residential products installation of power outlets for electrical openers is excluded from this quotation.
- 13) In the event that electrical & lighting fittings require removal or relocation to allow installation this is specifically excluded from this quotation.
- 14) For the purpose of installation work, it will be necessary for a 240 volt supply to be available within 20m of the opening to facilitate welding and the use of power tools where applicable.
- 15) The Purchaser agrees and undertakes to provide full unfettered access to the site for the duration of the works including any maintenance that may be required in the future.
- 16) All relevant measurements provided by the Purchaser are to be guaranteed by the Purchaser in writing
- 17) The attached proposal does not provide for any special site allowances or conditions that may apply.
- 18) The Purchaser acknowledges that garage doors and accessories are manufactured from pre-painted sheet metal which is subject to scratching and denting. The Purchaser acknowledges the Supplier’s right to make good scratches and dents by repairing dents and/or touching up painted surfaces.

- 19) Any expenses, costs or disbursements incurred by the Supplier in recovering outstanding monies owed by the Purchaser to the Supplier under this Agreement, including debt collection agency fees and solicitor costs, shall be paid by the Purchaser to the Supplier when demanded by the Supplier on an indemnity basis. Interest is payable by the Purchaser to the Supplier on any outstanding monies owed by the Purchaser under this Agreement in accordance with the applicable rate of interest of the Supreme Court of NSW .
- 20) Timber garage doors are manufactured from Natural Products and as such variations in timber colour and grain will be experienced. The Purchaser acknowledges that the Supplier will not be liable for such variations in colour and grain.
- 21) All timber garage doors require ongoing maintenance to the timber surface by the reapplication of timber sealers, as and when required. Such reapplication shall be the responsibility of the Purchaser.
- 22) All doors are made good front face side only. There is no cosmetic warranty on the internal make of the door. Minor objects in finish not visible from 3 metres will not be accepted as warranty claims.
- 23) Removal of old doors and brackets can sometimes leave unpainted areas and holes in the ceiling when searching for studs to fix to. Any minor cosmetic damage to render, brick walls, dry walls, ceilings and patching up works etc. is the responsibility of the Purchaser to make good.
- 24) By entering into this contract, the Purchaser agrees that the Supplier shall not be liable for any loss or damage, (including, without limitation, consequential loss, loss of use or loss of profit) suffered by the Purchaser or any other party as a result of any act, failure or omission whether deliberate, negligent or otherwise on the part of the Supplier in the exercise of its duties and obligations under this Agreement, except to the extent that such liability cannot be excluded at law. The Purchaser agrees to indemnify the Supplier against all such actions and claims.
- 25) We take every care to protect the Purchasers property; it is the responsibility of the Purchaser to protect possessions / furniture / carpets etc. from dust and debris caused during installation of the Garage door.
- 26) Deposits paid to the Supplier on ordered doors are non-refundable unless the order can be cancelled with the manufacturer.
- 27) Where the law implies any term in this Agreement which cannot be excluded at law, then the liability of the Supplier for any breach of such term will be limited in the manner permitted under Section 68A of the Trade Practices Act 1974 to one of the following (at the Suppliers option)
- i) the replacement of the product or the supply of an equivalent product;
 - ii) the repair of the product (including touch up);
 - iii) payment of the cost of replacing the product of the same value, or providing an equivalent product of the same value.

MANUFACTURE OF PRODUCTS CANNOT COMMENCE UNTIL ORDER AND ANY DEPOSIT REQUIRED IS RECEIVED BY BANORA GARAGE DOORS. All information provided to Banora Garage Doors remains private and is not to be disclosed without prior consent

