

WARRANTY

- (a) The following statement only applies to a consumer sale of goods or services as defined in the Australian Consumer Law:
- (i) Our Goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Goods repaired or replaced if the Goods fail to be of acceptable quality and the failure does not amount to a major failure.
- (b) Trend warrants that all Goods supplied (with the exception of consumables such as fly mesh and beading) will be free from defects arising from faulty workmanship or materials for a period of seven (7) years (one (1) year for Goods considered by Trend as moving parts, including but not limited to hardware) from date of delivery and warrants that services will be rendered with due care and skill. These warranties are subject to the following conditions being complied with by the Customer:
- (i) The Goods are installed (where Goods are not installed by Trend) and maintained in accordance with the manufacturer's recommendations (refer to Trend's Installation Guide and Care and Maintenance Guide, available at www.trendwindows.com.au or from Trend's Sales offices) and has not been subject to misuse, abuse or neglect;
 - (ii) Timber Goods are sealed (within one (1) month of delivery) with two coats of paint, varnish or sealer to both faces and edges including top and bottom. Exterior quality finishes in light reflective colours (NOT dark colours) must be applied to all Goods exposed to direct sunlight or the elements;
 - (iii) All solid construction timber doors are hung with three (3) 100mm hinges;
 - (iv) A warp in a door will not be considered a defect unless it exceeds 4mm for doors up to 2,150mm high, 6mm for door heights between 2,150mm and 2,400mm and 7mm for door heights above 2,400mm;
 - (v) Aluminium product surfaces that have been treated with a powder coat finish provide a much higher resistance to scratching or scuffing and protect against normal weather conditions. However Trend does not warrant against fading or colour change due to normal weather conditions that will cause any coloured surface to fade or darken gradually.
- (c) Notwithstanding clause 9(a), the liability of Trend in respect of a breach of a consumer guarantee or any warranty made under these Terms and Conditions for any Goods not of a kind ordinarily acquired for personal, domestic or household use is limited, to the extent permitted by law and at the option of Trend to:
- (i) in the case of supply of Goods;
 - (A) replacing the Goods or the supply of equivalent Goods;
 - (B) the repair of the Goods;
 - (C) the payment of the cost of replacing the Goods or of acquiring equivalent Goods; or
 - (D) the payment of the cost of having the Goods repaired.
 - (ii) in the case of supply of Services;
 - (A) the supplying of the Services again; or
 - (B) the payment of the cost of having the Services supplied again.
- (d) To the extent permitted by law, all other warranties whether implied or otherwise, not set out in these Terms and Conditions are excluded and Trend is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate the Customer for:
- (i) any increased costs or expenses;
 - (ii) any loss of profit, revenue, business, contracts or anticipated savings;
 - (iii) any loss or expense resulting from a claim by a third party; or
 - (iv) any special, indirect or consequential loss or damage of any nature whatsoever caused by Trend's failure to complete or delay in completing the order to deliver the Goods.
- (e) To claim the warranty provided under this clause, the Customer must, within 7 days of identifying the defect in the Goods, provide written notice of the defect to the supplier from whom the Goods were purchased or to the nearest Trend location listed on the Trend website. Further details of the procedure for making a warranty claim are available on Trend's website www.trendwindows.com.au.

- (f) Where Trend determines that the Customer is entitled to the warranty under this clause and the Goods have not been affixed to property to the extent that Trend cannot easily remove the Goods from the property, Trend agrees to bear the cost of claiming the warranty.
- (g) The benefits provided to the Customer by the warranty are in addition to other rights and remedies available to the Customer under law.

INDEMNITY

The Customer will indemnify and keep indemnified Trend and its successors and assigns from and against any liability and any loss or damage Trend may sustain, as a result of any breach, act or omission, arising directly or indirectly from or in connection with any breach of any of these Terms and Conditions by the Customer or its representatives.

DISPUTES AND JURISDICTION

- (a) The proper law of all contracts arising between Trend and the Customer is dependent upon the State or Territory of Australia in which the Goods are supplied and the law to be applied is the law of that State or Territory and the parties agree to submit to the jurisdiction of the Courts of that State or Territory.
- (b) All claims by the Customer in respect of the Goods or Services must be in writing.

CREDIT CONDITIONS

- (a) Customer with approved credit accounts must make payment in full for all Goods and Services no later than the last business day in the month, following delivery of Goods or provision of Services (i.e. net 30 days).
- (b) Unless otherwise agreed in writing, a Customer who has not been granted an approved credit account must pay a deposit equal to 50% of the net order value upon placement of the order and the balance no later than eight (8) business days prior to the agreed delivery date. Goods will be invoiced on delivery.
- (c) Fly screens and/or fly wire doors may, at the request of the Customer, be held in storage free of charge for a period not exceeding 30 days and if Goods are held in storage, delivery will be deemed to have been effected on the issue of the invoice. Such storage will not affect the operation of clause 12 (e).
- (d) In the event that the Customer purports to terminate and/or repudiate or cancel the Agreement, or if Trend terminates the Agreement pursuant to these Terms and Conditions, then, without prejudice to Trend's other rights and remedies, Trend may recover from the Customer all costs and expenses incurred by Trend in its performance of the Agreement, and all loss and damages arising from or related to the termination or repudiation. Trend may, without prejudice to any other rights it may have, refuse to supply or deliver further Goods to the Customer detailed in the Quotation or otherwise until such time as the Customer has remedied the default.
- (e) Should payment remain outstanding beyond Trend's payment terms as outlined in subclause 12 (a) or 12 (b) as the case may be, the Customer agrees to pay interest on all amounts outstanding from the due date until the date of payment at 1.5% per month.
- (f) If in the opinion of Trend the credit worthiness or credit standing of the Customer alters from that indicated by the Customer in any application for credit executed by the Customer, Trend has the right to immediately stop supply to the Customer without being obligated to give the Customer any reason whatsoever and has the right to demand payment in full for any outstanding account within seven (7) days.
- (g) Should Trend exercise its right pursuant to subclause (f) above Trend may refuse to deliver further supplies to the Customer unless such supplies are paid by the Customer in cash before delivery.
- (h) A statement in writing made up from the books of Trend and signed by any manager or accountant of Trend as to monies owing in respect of the account of the Customer at the date mentioned shall be prima facie evidence that such money is so owing.
- (i) Should payment remain outstanding beyond Trend's payment terms the Customer is liable for all costs including legal costs (on a Solicitor/Own Client basis) and mercantile agents' fees incurred by Trend in recovering the amount outstanding.
- (j) If the Customer carries on business under a business name the Customer must notify Trend in writing of any change of ownership of the business name within seven days of the change and will

indemnify Trend against any loss or damage suffered by Trend as a result of the Customer's failure to notify Trend of such change.

PAYMENTS

- (a) Customers may pay tax invoices issued by Trend by cash, direct deposit, bank cheque, personal cheque, money order, MasterCard or Visa.
- (b) A service fee of 2% applies to all MasterCard and Visa transactions. Trend also reserves the right to pass on any additional fees charged by the credit card companies in relation to the Customer's transaction.
- (c) All payments should be accompanied by an advice of the invoice/s being paid.
- (d) Customers may not set off against any payment due any amount(s) the Customer claims for return of Goods, short deliveries, incorrect or defective Goods.

LIEN AND CHARGE

- (a) The Customer hereby acknowledges and agrees that Trend has a lien over all Goods in its possession belonging to the Customer to secure payment of any or all amounts outstanding from time to time.
- (b) The Customer hereby charges all real estate owned by the Customer at any time in respect of any monies that may hereinafter be owing to Trend under these Terms and Conditions by the Customer or otherwise and hereby authorises Trend or Trend's solicitors to execute any consent form as its attorney for the purpose of registering a caveat over the title to any real estate owned by the Customer at any time.

INTELLECTUAL PROPERTY

- (a) Where Goods are manufactured to the Customer's specification, the Customer will indemnify and keep indemnified Trend against any liability to or action by a third party for infringement or alleged infringement of a patent, registered design, trademark or copyright arising from Trend complying with the Customer's specification.
- (b) No right or licence is hereby granted to the Customer to use any patent, copyright, registered design, trademark or other industrial property right of Trend or otherwise.

PRODUCTION VARIATION

Trend reserves the right to supply Goods of more recent or modern design if the cost of same is no higher and its performance equals or exceeds that of the Goods originally specified.

TRANSFER

Obligations and rights under these Terms and Conditions cannot be assigned or transferred to any third party without Trend's written consent.

WAIVER OF CONDITIONS

Failure by Trend to insist upon performance of any term, warranty or condition of these Terms and Conditions will not be deemed a waiver thereof or of any rights Trend may have and no express waiver shall be deemed a waiver of any subsequent breach of any term, warranty or condition.