

**STANDARD TERMS AND CONDITIONS**  
**FRAMEWORK AUSTRALIA PTY LTD T/AS**  
**FRAMEWORK**  
**ABN: 42 628 289 010**

- 1 Definitions**
- 1.1.1 "the Company" means Framework
- 1.1.2 "the Customer" means the person, firm or Company ordering or buying the goods; from the Company;
- 1.1.3 "the Goods" means goods and services supplied by the Company to the Customer.
- 1.1.4 "the Works shall refer to the layout and material and services of the Company relevant to the Quotation.
- 1.1.5 "Standard equipment means equipment shown from time to time in the Company's then current catalogue;
- 1.1.6 "Special equipment means the equipment manufactured to the Customers specifications or any equipment Modified from but not included in the Company's current Standard Equipment shown in the Company's current catalogue.
- 1.2 These conditions shall apply to and be incorporated into every agreement between the Company and the Customer under which the company supplies goods or services at the request of the Customer.
- 1.3 No contract in respect of the Goods will arise between the Company and the Customer until the Customer's purchase order has been accepted by the Company.
- 1.4 These conditions shall take precedence over any conditions set out in any communication or document and shall not be varied without the express written consent of the Company.
- 1.5 Any quotation and contract between the Company and the Customer shall in all respects be deemed to have been made in Victoria and shall be governed by the courts or forums of that state.
- 2 Price**
- 2.1 All orders are accepted on the condition that the Goods will be invoiced at the prices ruling at the date of despatch.
- 2.2 Where the Company issues a written quotation or tenders a price, then such quotations/tenders shall remain open for a period of 30 days from the date of submission unless withdrawn by the Company prior to receipt of acceptance thereof by the Customer in writing.
- 2.3 The Company shall not be bound by the tenders and or quotation not in writing.
- 2.4 Prices quoted are subject to the Customer's order being for the whole quantity stated in the tender/quotation.
- 2.5 Prices do not include GST or other Government duties or imposts and where applicable this will be charged separately.
- 3 Purchase Orders**
- 3.1 Any purchase order for Standard Equipment shall be as per quote from the Company.
- 3.2 The Company will use its best endeavours to manufacture Special Equipment to customer specification and/or drawings provided those specifications and drawings have been approved by the Company.
- 3.3 If the Customer believes the Special Equipment does not comply with the Customers specifications or drawings, the Customer shall notify the Company within 7 days of receipt of the specifications or drawings. After that date, the Special Equipment shall be deemed to comply with the Customers specifications or drawings.
- 3.4 Subject to these terms and conditions, Special Equipment orders cannot be cancelled or returned.
- 3.5 Subject to approval, the Company may accept the return of any standard stocked items, on the condition the Customer pay a restocking fee equivalent to 15% of the list price on each item.
- 3.6 Where the Company has followed a design or instruction given by the Customer, the Customer hereby warrants that the design or instruction is not in breach of any others person's intellectual property rights, and agrees to indemnify the Company against all damages, penalties, costs and expenses to which the Company may become liable as a result of any claim by any person alleging an infringement of any patent, trade marks, registered design, copyright or common law right in connection with any work done by the Company pursuant to the instructions and designs given by the Customer.
- 3.7 On acceptance of all terms, the Customer is required to supply a written purchase order. Any payment terms on the purchase order will not override acceptance of the Company's credit terms and conditions.
- 4 Payment**
- 4.1 All prices are strictly nett. Unless the Customer has written approval for credit, all sales are cash, bank cheque, electronic deposit or credit card on delivery.
- 4.2 The Company reserves the right to charge the Customer a deposit of up to 100% of the purchase price of the Goods for items that are custom made or non standard sizes.
- 4.3 The Company reserves the right to charge a deposit on any order received for a Customer with no prior sales history.
- 4.4 Credit terms are subject to acceptance of an application for credit and validation of trade references, and are as per quotation.
- 4.5 For all orders over the total of \$20,000 the following will occur:  
**50% deposit of contract price on either receipt of order or acceptance of quotation;**  
**50% balance on completion of installation.**  
Or as otherwise agreed to by the Company.
- 4.6 An invoice will be raised for each of these payment instalments and will be due immediately upon receipt unless otherwise agreed to by the Company
- 4.7 If payment of Goods is being sought through a Finance Company, details of such Finance Company must be supplied. If the Customer does not provide requested documents then the Company may elect not to supply you with goods or services until receipt of necessary documents.
- 4.8 In the event that payment shall not have been made by such date the company shall be entitled to recover interest on the amount outstanding at the rate of 18% per annum calculated on a daily basis.
- 4.9 The customer will pay all collection costs including but not limited to bank and legal expenses and debt collection commissions incurred in obtaining payment for any amounts owing to the Company in respect of the Goods.
- 4.10 The granting of any credit by the Company to the Customer shall be at the Company's absolute discretion and may be revoked at any time whereupon any and all amounts owing to the Company shall be paid immediately.
- 4.11 All information provided by the Customer to the Company is collected and retained for the purposes of assessing the creditworthiness of the Customer and for direct marketing purposes. The Company will approach any names referees and reserves the right to make independent checks such as obtaining a credit report. Subject to the exclusions in Principle 6 of the National Privacy Principles, the Customer can obtain access to any personal information retained by the Company by written request to the Company.
- 4.12 If the Customer does not provide requested information then the Company may elect not to supply you with goods and services or to do so but require payment in advance.
- 4.13 Unless otherwise agreed to by the company in writing, no offset payments will be accepted.
- 5 Delivery**
- 5.1 Offers made by the Company to deliver from stock are made on the express understanding that the offer stands on if the articles concerned are unsold at the time the Customer's acceptance is received by the Company.
- 5.2 Unless otherwise agreed by us in writing, the place of delivery shall be the Company's premises.
- 5.3 Any times quoted for delivery are to date from receipt of a written order. All such times are to be treated as estimates only, involving no contractual obligations unless a guarantee in writing has been given by us provided for delivery on a specific date.
- 5.4 The Company reserves the right to make a reasonable charge for storage if delivery instructions are not provided by the customer within 7 days of a request by the Company for such information.
- 5.5 Unless otherwise specified by the Company, the quantity of Goods supplied may vary by up to 5% over or under the quantity ordered. The customer will be charged for the actual lesser or higher quantity of the Goods Delivered.
- 6 Passing of Risk**
- 6.1 Risk in each order shall pass from the Company to the Customer at the time the Goods are in a deliverable state, or the Goods are delivered to a carrier or other bailee (whether named by the buyer or not) for transmission to the Customer whether the time for payment or delivery or both be later.
- 7 Risk on Site and Safety**
- 7.1 When the quotation includes the installation of Goods at the customer's or any other specified premises or location, The Company shall not be responsible for any loss or damage of any nature whatsoever caused including negligence in respect of the goods, the works any equipment tools or vehicles including without limitation any damage or injury caused or suffered by any persons including the customer, its contractors, sub-contractors, employees, agent servants or invitees.
- 7.2 The Customer agrees and acknowledges that safety and the protection of all persons is a fundamental priority of the Customer and the Company and is implicit in and forms part of every aspect of this quotation.
- 7.3 The Customer agrees to use its best endeavours and to do all things as may be reasonably necessary to ensure the safety of the site and of the Works in accordance with the requests of the Company and the requirements of all safety related legislation, statutes, regulations, codes, practices and guidelines including the Occupation Health and Safety Act 2004 and the Lifts and Cranes Act 1967 or any amendment or statutory re-enactment thereof.
- 7.4 It is acknowledged that the Company and its employees, agents and sub-contractors shall have full and complete authority to give oral or written notification of any unsafe practices or unsafe situations to the Customer or to the Customer's contractors, sub-contractors, agents, employees and it is agreed that the Customer may postpone or suspend the works at its sole discretion until such time as the unsafe practices or unsafe situation is made safe and remedied to the complete satisfaction of the Company. In this event the customer shall be responsible for any extra costs, charges or expenses occasioned by the Company as a result and the completion date may be extended by the Company without penalty accordingly.

- 8 Retention of Title**  
Irrespective of any credit arrangement between the Company and the Customer, the Company reserves the following rights in relation to the Goods until all accounts owed by the Customer to the Company are fully paid:
- 8.1.1 Legal ownership of the Goods;  
8.1.2 Upon the occurrence of any of the following events to enter the Customer's premises (or the premises of any associated company or agent where the goods are located) without notice and without liability for trespass or any resulting damage and retake possession of the Goods;  
a. the Customer, being a natural person, committing an act of bankruptcy or being declared insolvent  
b. the Customer being a corporation, proceedings are commenced to wind up the company or the Customer is placed under official management or a receiver is appointed over the Customer's undertaking or property or any part thereof or the Customer is placed under any other form of insolvent administration  
c. the Customer enters into some arrangement or assignment for the benefit of its creditors.  
d. the Customer disposes or parts with possession of the Goods otherwise than expressly authorised by the agreement  
e. the Customer, in the opinion of the Company, is in breach of any of the terms of this agreement.  
8.1.3 To keep or sell any goods repossessed pursuant to 6.1.2 above.
- 8.2 If the goods are resold, or products are manufactured using the Goods are sold by the Customer, the Customer shall hold such part of the proceeds of any such sale, as represents the invoice of the Goods sold or used in the manufacture of Goods sold, in a separate identifiable account as the beneficial property of the Company and shall pay such amount to the Company on request.
- 8.3 Notwithstanding the provisions above, the Company shall be entitled to maintain an action against the Customer for the purchase price and the risk of the Goods shall still have passed to the Customer upon delivery.
- 9 Loss or Damage in Transit**  
9.1 The Company is not responsible for any loss or damage for Goods in transit, but will render all reasonable assistance to the Customer in lodgement of claims on carriers in respect of such loss or damage.  
9.2 Unless otherwise agreed in writing, the Company does not affect insurance on goods forwarded from our premises.  
9.3 Orders or balance of orders may be cancelled by the Company in the event of any failure by the Customer to adhere to the terms of the contract or if the Company suspects the credit worthiness of the Customer.
- 10 Warranty and Limitation of Liability**  
10.1 The Customer shall satisfy itself as to the suitability of the Goods for the purpose for which they are required by the Customer and the Company shall not be liable for any loss or damage direct or indirect should the goods not be suitable for such purpose.  
10.2 Except as provided herein, all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality suitability or fitness of the Goods for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are hereby expressly excluded and the Company shall not be liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, layout, assembly, installation or operation of the goods or arising out of the Company's negligence or in any way whatsoever.  
10.3 The Company's liability for a breach of a condition or warranty implied by Division 2 of Part V of the Trade Practices Act 1974 (other than s.69) is hereby limited to any one or more of the following:  
10.3.1 the replacement of the goods or the supply of equivalent goods;  
10.3.2 the repair of the goods;  
10.3.3 and in respect of our services is limited to supplying those services again.  
10.4 Where the Customer rightfully refuses to accept the Goods, the Customer must return them to the Company.  
10.5 The Customer shall be deemed to have indemnified the Company against all claims, demands, damages, penalties, costs, charges and expense to which it may become wholly or partially liable where the Goods to be supplied are in accordance with the Customer's specification, or at the Customer's request, and involving an infringement or alleged infringement of any patent, registered design or formula or composition.
- 11 Copyright in Drawings and Specifications**  
All drawings and specifications by the Company under the contract shall remain the property of the Company and the copyright is reserved. The Company has the exclusive right to use the drawings and specifications for commercial purposes. No copies shall be made or extracts taken with the prior written consent of the Company.
- 12 Construction Works**  
12.1 The following terms and conditions apply if this contract concerns the provision of material and labour to carry out construction works.  
12.1.1 The Customer will at his own expenses convey the Goods and materials from the delivery point to a position within twenty metres of the place where construction is required.  
12.1.2 The Customer will ensure the safe custody of the materials and the Company's equipment whilst on site and before use and will protect the same by providing covered and secured water-proof storage accommodation;  
12.1.3 The Customer will immediately prior to the date for the commencement of works ensure that the site is cleared and free from obstruction and that electricity services are available for use by the Company and the Customer will further ensure (unless the parties otherwise agree in writing) that the Company is enabled to carry out the works as one uninterrupted operation to be completed during normal working hours.  
12.2 The contract price is fixed on the basis that the floors upon which the works are to be performed are level and even. Any additional costs or expenses for materials and /or labour required to shim the proposed installation due to an uneven or out of level floor surface in excess of plus or minus 10mm elevation variation over the entire floor areas shall be paid by the Customer.  
12.3 The company is not responsible for the strength or structural condition of the floors or foundations upon which the works are effected and makes no representation and gives no warranty that such floors or foundations are suitable for the works thereon and shall not be liable for any damage or injury directly or indirectly attributable to any defects in or any structural movement collapse subsidence or failure of the said floors or foundations.  
12.4 On completion of the works any surplus Goods delivered by the Company shall remain the property of and be removed from the site by the Company. Until such removal, the Customer shall take reasonable precautions for the safe custody and protection of such surplus Goods.  
12.5 If for any reason the commencement of the works extends beyond two weeks from the stipulated date the Company shall be entitled to receive from the Buyer an interim payment or payments on account of the contract price and may render an interim invoice or invoices accordingly.  
12.6 Unless expressly provided for in the contract the Company will not undertake or be responsible for any builder's work or other work involving alterations to the structure of any premises at which work is to be undertaken by the Company.  
12.7 Unless specified in the quotation. No Allowance has been made for our installation teams to have the following; CBUS Incolink, EBA or daily site fees.
- 13 Frustration (Force Majeure)**  
13.1 In the event of a "force majeure" the Company shall be entitled to either rescind the contract (without being liable for damages) or to extend the delivery (or time for performance) by a reasonable period of not less than the duration of such "force majeure" and all liability under any contract including liability for damages whether specified or otherwise shall be terminated.  
13.2 "Force majeure" shall include all happenings beyond the Company's absolute control or in consequence of which the Company cannot readily execute its obligations and without prejudice to the generality of the foregoing the expression shall include all strikes, lockouts, trade disputes, fires, accidents, damage or breakdown of plant and equipment, and/or components involved disabling, or adverse exchange regulations, civil disorders, outbreaks of war or any other event of contingency beyond the Company's absolute control and "force majeure".
- 14 Applicable Law**  
The laws of the State of Victoria shall apply to this contract and the courts of that State shall have exclusive jurisdiction.
- 15 Service of Notices**  
All notices served upon the Customer shall be deemed if mailed in the ordinary course of the post to the last known address of the Customer.
- 16 Disputes**  
Any dispute or difference whatsoever arising out of or in connection with this contract shall be submitted to mediation in accordance with, and subject to the Institute of Arbitrators Australia Rules for the Mediation of Commercial Disputes.
- 17 Amendment**  
The terms and conditions may be amended either by written agreement of the Company or by provision of alternative terms and conditions by the Company to the Customer and the subsequent order of Goods by the Customer.