

1. Definitions

'Company' means Scandinavian Profiles Pty Ltd.

'Customer' means the Customer (or any person acting on behalf of and with authority of the Customer) as described on any quotation, work authorisation or other form as provided by the Company to the Customer.

'Goods' means all goods supplied by the Company to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation or any other forms as provided by the Company to the Customer.

'Services' means all services supplied by the Company to the Customer (and where the context so permits shall include any supply of Goods as defined above) and includes any advice or recommendations.

'Price' means the price payable for the goods as agreed between the Company and the Customer in accordance with Clause 4.

2. Acceptance

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. These terms and conditions may only be amended with the Company's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and the Company.

3. Change of control

The Customer shall give the Company no less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, or business practice). The Customer shall be liable for any loss incurred by the Company as a result of the Customer's failure to comply with this clause.

4. Price & Payment

At the Company's sole discretion, the price shall be either:

- (a) As indicated on any invoice provided by the Company to the Customer; or
 - (b) The company's quoted price which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days. The supplier reserves the right to change the price if a variation to the Company's quotation is requested.
- At the Company's discretion a non-refundable deposit may be required.

At the Company's sole discretion:

- (a) Payment shall be due on delivery of the Goods; or
- (b) Payment shall be due before delivery of the Goods; or
- (c) Payment for approved Customers shall be made by instalments in accordance with the Company's payment schedule; or
- (d) Payment for approved Customers shall be due thirty (30) days following the end of the month in which the a statement is provided to the Customers address or address for notices; or
- (e) Failing any notice to the contrary, the date which is seven (7) days following the date of the invoice given to the Customer by the Company.

Payment may be made by cheque, bank cheque, electronic/online banking, credit card (a surcharge may apply per transaction), or by any other method agreed to between the Customer and the Company.

GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

5. Credit Limit

Each customer will have a credit limit of ten thousand dollars (\$10,000) per month (30 days) for a maximum of two months (60 days), not exceeding \$20,000 over that sixty (60) days. At which point the balance of the first month must be paid in full before entering a third month of credit.

Where there is a disputed invoice, our company would prefer that the residue of the account be paid, rather than holding back the total amount due. This ensures continuity of supply while the disputed invoice or claim is investigated.

Continual disregard of our trading terms will result in credit facilities being withdrawn or adjusted at the discretion of the Company.

Should accounts remain unpaid thirty (30) days after the due date, a stop delivery action will be imposed from that date until prior months' account has been amended.

6. Delivery & Pick up

Where Pick Up option from the Company's premises has been chosen, the Customer must adhere to all safety requirements and requests made by the Company and its representatives. No claims for damaged Goods shall be accepted once the Goods leave the premises.

At the Company's sole discretion delivery of the Goods must take place when:

- (a) the Customer takes possession of the Goods at the Company's address
- (b) the Customer takes possession of the Goods at the Customers nominated address (in the event that the Goods are delivered by the Company or the Company's nominated carrier).

Delivery of the goods to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this agreement.

At the Company's sole discretion, the cost of the delivery is either included in the price or is in addition to the price. The Company 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.

The Customer shall make all arrangements necessary to take delivery of the goods whenever they are tendered for delivery. In the event the Customer is unable to take delivery of the Goods as arranged by the Company, the Company shall be entitled to charge a reasonable fee for redelivery and/or storage.

Any time or date given by the Company is an estimate only. The Customer must still accept delivery of the goods even if late and the Company will not be liable for any loss or damage incurred by the Customer as a result of delayed delivery.

7. Site access

Where goods are being delivered to a working project site, the Company will deliver and the Customer will receive the goods at the kerb alignment in a timely manner. The Customer will be responsible for providing adequate, and timey access to the site for the Company's material.

Sufficient access must be provided for the time of delivery.

8. Risk

If the Customer requests the Company to leave Goods outside the Company's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at Customers own risk.

The Customer acknowledges that Goods supplied may:

- (a) exhibit variations in shade, colour, texture, surface, finish, markings and may contain natural fissures, occlusions, lines, indentations and may fade or change colour over time
- (b) expand, contract or distort as a result of exposure to heat, cold, weather; and
- (c) mark or stain if exposed to certain substances
- (d) be damaged or disfigured by impact or scratching.

9. Title

The Company and Customer agree that ownership of the Goods shall not pass until:

- (a) the Customer has paid the Company all amounts owing to the Company
- (b) the Customer has met all of its other obligations.

10. Defects & Compliance

It is the responsibility of the Customer to ensure the Goods ordered comply with the project requirements and The Building Code of Australia (BCA) for fire rating, moisture resistance and acoustics.

It is the responsibility of the Customer to ensure the Goods are defect free prior to installation onsite.

No claims will be accepted after the Goods have been installed.

All Plasterboard Profiles must be framed, installed and finished as per recommended installation guides as prescribed by Australian plasterboard manufacturers.

The Customer must inspect the Goods on delivery and must within two (2) days of delivery notify the Company in writing of any shortage in quantity, or failure to comply with the description or quote.

11. Returns

Due to the Goods and Services being made to order, returns will not be accepted.

In the event of any shortage in quantity, or failure to comply with the description or quote as stated in clause 10, an arrangement will be made at the discretion of the Company.

12. Pallets & Crating

Pallets, packing cases and other containers except cardboard cartons remain our property. Ownership of these items is not included in the sale unless otherwise advised.

12. Intellectual Property

Where the Company has designed, drawn, developed, fabricated Goods for the Customer, then the copyright in any designs, drawings, documents and photos shall remain in the property of the Company.

The Customer warrants that all designs, specifications or instructions given to the Company will not cause the Company to infringe on any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify the Company against any action taken by a third party against the Company in respect of any such infringement.

The Customer agrees the Company (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings, photos or Goods which the Company has created for the Customer.

13. Cancellation

Where an order is cancelled by the Customer, the Company reserves the right to invoice all or part of the full price in accordance with the amount of work carried out on the order and the costs incurred up to the time such cancellation is accepted by the Company in writing.

14. Excess materials

Any excess materials not collected within three (3) months of completion of the service, those materials will be sold or disposed of by the Company pursuant to the provisions of the *Uncollected Goods Act 1995*.

15. General

The failure by the Company to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Company's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

These terms and conditions and any contract to which they apply shall be governed by the laws of New South Wales in which the Company has its principal place of business and are subject to the jurisdiction of the courts in New South Wales.

The Company may license or sub-contract all or any part of its right and obligations without the Customers consent.

The Customer agrees the Company may amend these terms and conditions at any time. These changes will take effect from the date on which the Company notifies the Customer of such change. The Customer will be taken to have accepted these changes if the Customer makes a further request of Goods and Services from the Company.

Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

Both parties warrant they have the power to enter into this agreement and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this agreement creates binding and valid legal obligations on them.

Textured MDF by Scandinavian Profiles

Goods are sold subject to each and every manufacturers trading terms and conditions and are protected by each and every manufacturers warranty and Scandinavian Profiles shall not be liable to the extent that any manufacturer is liable under a manufacturers warranty unless otherwise required by law.

Defects & Compliance

It is the responsibility of the Customer to ensure the Goods ordered comply with the project requirements and The Building Code of Australia (BCA) for fire rating, moisture resistance and acoustics.

It is the responsibility of the Customer to ensure the Goods are defect free prior to installation onsite.

The Customer acknowledges that:

(a) Goods supplied may exhibit variations in shade, colour, texture, surface, finish, markings and may contain natural fissures, occlusions, lines, indentations and may fade or change colour over time. Medium density fibreboard (MDF) is made from recycled forest products therefore raw unfinished panels will have natural variations in colour and fibre. We cannot guarantee a colour match of raw panels. This is why we do not recommend clear lacquering as a finish for the panels. Staining of the panels, especially in light colours may also result in slight colour differences between panels. The machined panels will vary in their degree of furriness i.e. the texture of the surface after the board has been machined. This is the result of the use of natural recycled materials in the manufacture of the raw boards.

(b) Panels can expand, contract or distort as a result of exposure to heat, cold, weather; and

(c) mark or stain if exposed to certain substances.

(d) Panels can be damaged or disfigured by impact or scratching. Do not store or transport the panels face to face as the sculpting may be damaged. Scandinavian Profiles does not warrant against damage or bowing resulting from storage, handling, installation or finishing by the Customer or a third party.

(e) MDF is subject to bowing: The machining of the panels may cause them to bow slightly. This is because the face of the panel is machined and the rear is not, which means the surfaces have differing stress levels. Slight bowing is considered normal and can be rectified by securing the panels to the surface to which they are to be mounted, at a sufficient number of points at the top, middle and bottom and at the left and right hand sides at least. If the panels are used as doors, they may bow, even if made in 25mm thickness. Panels are not warranted against bowing. The Customer accepts this possibility if they go ahead with an order.

(f) Due to the hand sanding required to finish the Products made from medium density fibreboard (MDF), grooves on the finished panels may have a slight non uniform appearance

(g) Textured MDF by Scandinavian Profiles is decorative in nature and the designs may vary slightly due to cutter sharpness or machine operator interpretation of the designs. These slight variations are not deemed to be a defect.

(h) Hand finished panels may be of slightly non uniform appearance. This is considered normal for this type of finish, is cosmetic only and is not considered to be faulty workmanship.

Defective workmanship: Inspection of the panels to determine that they are free from damage or defects in workmanship should take place immediately after receipt and prior to undertaking processes of any kind which changes the panels in any way or any work that arises because the panels have been received. Scandinavian Profiles will not be liable for any costs incurred for processes such as finishing or painting, work undertaken or any other costs which are incurred after the panels have

been supplied. Liability is limited to the repair or replacement of panels as originally ordered if they are deemed to be the result of defects in workmanship by Scandinavian Profiles.

Delivery & pick up

Where pick up option from the Company's premises has been chosen, the Customer must adhere to all safety requirements and requests made by the Company and its representatives. No claims for damaged Goods shall be accepted once the Goods leave the premises.

At the Company's sole discretion delivery of the Goods must take place when:

(a) the Customer takes possession of the Goods at the Company's address

(b) the Customer takes possession of the Goods at the Customers nominated address (in the event that the Goods are delivered by the Company or the Company's nominated carrier).

Delivery of the goods to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this agreement.

At the Company's sole discretion, the cost of the delivery is either included in the price or is in addition to the price.

The Company 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.

The Customer shall make all arrangements necessary to take delivery of the goods whenever they are tendered for delivery. In the event the Customer is unable to take delivery of the Goods as arranged by the Company, the Company shall be entitled to charge a reasonable fee for redelivery and/or storage.

Any time or date given by the Company is an estimate only. The Customer must still accept delivery of the goods even if late and the Company will not be liable for any loss or damage incurred by the Customer as a result of delayed delivery.

Where goods are being delivered to a working project site, the Company will deliver and the Customer will receive the goods at the kerb alignment in a timely manner. The Customer will be responsible for providing adequate, and timely access to the site for the Company's material.

Sufficient access must be provided for the time of delivery.

(c) Products shall be deemed to be delivered as soon as they are ready for delivery at which time risk shall be deemed to have passed to the Customer; and

(d) Scandinavian Profiles may charge for frustrated delivery to cover reasonable expenses.

(e) Immediately upon delivery, the customer must inspect all Goods prior to signing the delivery docket or tax invoice to ascertain that there is no damage to the Goods. If damage is found, the Customer must sign for the freight as damaged and the driver must acknowledge that the Customer is signing for damaged freight. If transport of the Goods is by a third party (other than Scandinavian Profiles or its agents) then it is the responsibility of the Customer to file any freight claims resulting from this process. In the case of third party transport, Scandinavian Profiles has no liability after the Goods are despatched from its premises. Upon signed delivery of Goods, no Claims or Credits will be recognised after 2 days from receipt of good unless authorised by an officer of Scandinavian Profiles.

Return of panels: Scandinavian Profiles will repair or replace panels at our discretion, only if they are returned to our factory at 2-4 York Rd, Ingleburn NSW 2565 within 30 days and in the original state that they were shipped by us and only if they are deemed to be the result of defects in workmanship after inspection by us.

Freight for the return of the panels is the responsibility of the Customer until the returned panels have been inspected by us and are found to be the result of defects in workmanship in which case we will reimburse the cost of the freight after we receive the freight invoice relating to the shipment and reimbursement will not exceed the cost of sending same with our freight forwarder. A reimbursement for return freight will be made once only per shipment originally sent by us. The Customer is responsible for the packaging and crating of the returning panels so that they are not damaged in transit. Panels that are deemed to have been damaged in transit due to lack of packing materials or incorrect packing by the purchaser will not be repaired or replaced by Scandinavian Profiles.

Scandinavian Profiles shall not be liable for any delay in production or any failure, delay or inability to deliver. Any date quoted for pick up or delivery is an estimate only and Scandinavian Profiles shall not be liable to the Customer for any loss or damage whether direct, indirect or consequential and howsoever arising for failure to deliver on or before the quoted date. The Customer will accept and pay for the Goods if and when tendered notwithstanding any failure to deliver the Goods by the quoted date. Scandinavian Profiles is not liable for any penalties arising from late deliveries.

Warranty Policy: The Customer agrees that:

- (a) The Company warrants (for 12 months) against defective workmanship provided the installation procedures are strictly observed.
- (b) Routing of medium density fibreboard (MDF) may cause a slight bowing of the material. This is normal and will most likely be within the Australian standards.
- (c) The warranty does not apply for damage caused to the Goods after receipt by the Customer, by any factors, including without limitation: wear and tear, mishandling, abuse or accidental damage.
- (d) Scandinavian Profiles in no manner warrants the fitness of its Goods for any particular purpose for which the buyer intends to use them. The buyer assumes all risks associated with the Goods and the use thereof.