

TERMS OF TRADE

1. **What is the purpose of this agreement?**
 - 1.1 This agreement sets out the terms that apply to the relationship between you (and "your") and **EzyDeck Limited** ("we", "us" and "our").
2. **What information about you can we collect?**
 - 2.1 You agree to provide is with and allow us to use all information necessary to give effect to this agreement, the provision of our products and performance of our services.
 - 2.2 Unless your consent is withdrawn in writing, you agree to the disclosure of information:
 - to give effect to the provision of our products and services;
 - to enforce our obligations under this agreement or an additional agreement;
 - when authorised by you or required by law;
 - to assess credit worthiness; and
 - to market any of our products and services.
 - 2.3 We will comply with the Privacy Act 1993. We will not use your information unless we have reasonably ensured it is accurate, complete, relevant and not misleading. If we give your information to another entity we will do everything reasonably within our power to prevent unauthorised use or disclosure of your information. You may access any of your information and ask us to correct any mistakes.
3. **What are our products and services?**
 - 3.1 "Products(s)" and "service(s)" means and includes without limitation:
 - all inventory, goods, items, units, materials (whether provided by us, separate, attached to something or performed work on);
 - inspection, construction, installation, waterproofing and wholesale; and
 - agency fees, charges and out of pocket expenses incurred by us,identified in any document or electronic record issued by either party, all of which are deemed to be incorporated into and form part of this agreement, or as ours by marking or a manner of storage enabling identification.
4. **What is the price?**
 - 4.1 The price is the cost of the products and services as agreed between you and us from time to time subject to GST. If no price is stated, the price will be the amount at which that we provide the products and services at the time of your request. The price is subject to reasonable changes.
5. **What happens when we give you a quote?**
 - 5.1 If we give you a quote for products and services:
 - the quote will be valid for thirty (30) days, unless withdrawn or stated otherwise;
 - it will be exclusive of GST and freight, unless stated otherwise;
 - you will be responsible for increased costs or receive the benefit of decreased costs resulting from any subsequent changes to the quote due to any inadequate or inaccurate information, request/requirement for additional products and services or alterations; and
 - we may alter the quote due to circumstances beyond our control or clerical error.
6. **When and how do you pay us?**
 - 6.1 Subject to 6.2, you agree to pay us:
 - an initial deposit of 50% of the price;
 - the balance of the price will be payable on or before the:
 - 20th day of the month following the date of our invoice for existing customers; or
 - 7th day following the date of our invoice for new customers and one-off services;
 - interest on any amount you owe after the due date at a rate of 2.5% per month;
 - expenses incurred as a result of enforcing any of our rights contained in this agreement including debt collection and legal fees; and
 - without set-off, deduction or counterclaim.
 - 6.2 You agree to us allocating or reallocating any payment received from you towards any invoice. If no allocation is made then it is deemed to be in such a way that preserves the maximum value of our purchase money security interest in the products.
 - 6.3 If you will pay for the products and services by credit card, we may require a retention, the value of the products and services will be deducted from your card. All payments by credit card will incur a surcharge of 4% of the value of the invoice.
 - 6.4 We may require progress payments and invoice by payment claims under the Construction Contracts Act 2002.
 - 6.5 Despite 6.3, retentions may be required.
7. **What warranties apply?**
 - 7.1 Manufacturer and master builder warranties where applicable.
 - 7.2 Samples shown to you may differ from products provided to you.
 - 7.3 If you are in trade and/or are a business, you agree that the parties contract out of the Fair Trading Act 1986 and Consumer Guarantees Act 1993 to the extent permissible by law.
 - 7.4 We are not liable for delay or failure to perform our obligations if the cause is beyond our reasonable control.
 - 7.5 Subject to 7.1-7.4, if we are deemed liable for any loss or damage of any kind, arising from provision of products and services to you, including consequential loss, whether suffered or incurred by you or another person or entity and whether in contract tort or otherwise, then you agree that our total liability is limited to the value of the products and services provided to you.
8. **What if an issue or dispute arises in relation to our products or services?**
 - 8.1 If an issue arises within three (3) months of completion of our services, we will rectify the issue at no added cost, subject to the following:
 - you notifying us within the three (3) month period;
 - you having used the products in accordance with the manufacturer's/our instructions and the products and system having not been subject to abuse, neglect, misuse, accident or services of any unauthorised third party; and
 - the issue not relating to general fair wear and tear.
 - 8.2 If an issue arises relating to products covered by a manufacturer's warranty, we will arrange rectification, however you may be responsible for the price of our services for rectification.
 - 8.3 If an issue arises relating to unwarranted products, you will be responsible for the price of the products and services as determined under clause 4.
 - 8.4 If a dispute arises between the parties either party must notify the other within seven (7) days of completion of our services, but if in relation to delivery then within three (3) days of delivery.
 - 8.5 Any products the subject of 8.1-8.4 must not be destroyed or removed until we have inspected the products or required they be returned to us.
9. **When will the products and services be provided?**
 - 9.1 We will use our best reasonable endeavours to provide our services on the date and time agreed between you and us. The time and date of provision is not an essential term of our agreement.
10. **For what are you responsible?**
 - 10.1 You are responsible for ensuring that all:
 - sites where our services are being carried out comply with all relevant health and safety regulations, requirements and law;
 - sites where our services are being carried out have a proper means of access.
 - plans and reports on which we base our services are accurate and complete. We are not liable for errors in or variations and additions to our work where such is the result of inaccuracy or incompleteness and you will be responsible for the cost of additional products and services required to remedy any issues; and
 - underground services, drains and utilities are marked (unforeseen loss or damage will not be our responsibility).
11. **What ownership and security rights do we have?**
 - 11.1 We are responsible for the products until they are delivered to you, installed on your premises, or when ownership passes in accordance with 11.2, whichever comes first.
 - 11.2 We retain ownership of and hold a security interest in all products until you have paid us in full for all products and services provided to you.
 - 11.3 You agree that we hold security interest in all of your present and after acquired property connected with products and services provided to you, and:
 - authorise us to register a financing statement and charge on the Personal Property Securities Register, and provide all information and signatures necessary to effect the same;
 - will not register a financing charge or statement or charge demand in respect of products without our prior written consent;
 - waive your entitlement under s 148 of the Personal Property Securities Act 1999 (PPSA) to receive a copy of a verification statement where we have registered our interest;
 - that both parties contract out of ss 114(1)(a), 133 and 134 of the PPSA;
 - waive your rights as listed under s 107(2) of the PPSA; and
 - to give us fourteen (14) days prior written notice of any proposed change in your name or details such as contact information.
 - 11.4 You agree that your failure to pay for the products and services by the due date gives rise to a legal or equitable estate or interest in your land on which the products and services were carried out and affixed and that the interest entitles us to register a caveat against your land.
 - 11.5 We own all existing and new intellectual property rights connected to the products and services. You fully indemnify us for any intellectual property infringements we may make when acting in accordance with your instructions.
12. **What if you want to vary/cancel an order for products or request for services?**
 - 12.1 If you wish to vary, cancel or stop an order or request you must notify us in writing within a reasonable time. Where we have reasonably relied on your original instructions, you will be responsible for payment of the price of the products and services.
13. **When can a party cancel this agreement?**
 - 13.1 Subject to 12.1 and 13.2-13.4, either party may cancel this agreement at any time by giving fourteen (14) days prior written notice.
 - 13.2 We have the right by fourteen (14) days prior written notice to suspend or cancel any part of any agreement for the provision of products and services to you if you default by:
 - failing to pay or indicating you will not pay any sum owing by the due date;
 - any of your creditors seizing or indicating they will seize any products provided to you;
 - products in your possession becoming materially damaged while any amount is overdue;
 - being bankrupted, insolvent, under statutory management or put into liquidation;
 - a receiver being appointed over or a landlord possessing any of your assets;
 - a court judgment entered against you remaining unsatisfied for seven (7) days;
 - breaching the terms of this agreement; and
 - an adverse material change in your financial position.
 - 13.3 If you default we may exercise a lien against any products in our possession.
 - 13.4 You agree that if you default and the default is not remedied within fourteen (14) days of occurrence, we may enter any premises occupied by you to inspect or retrieve any products and may re-sell any products and credit the net sale proceeds to your account for the invoice value less adjustment for the condition of the products.
 - 13.5 Cancellation under 13.1 or cancellation or suspension under 13.2 will not affect either party's claim for any amount due at the time of cancellation or suspension, damages due to a breach of obligations of this agreement and any other legal rights either party may have. Upon cancellation any amount owed by you for products and services up to and including the date of cancellation will become immediately payable and all services terminate. You will be responsible for costs consequential to suspension or cancellation resulting from your default.
14. **Does a personal guarantee apply?**
 - 14.1 If you are a director of a company or the trustee of a trust:
 - in exchange for us agreeing to supply products and services and/or grant credit to the company or the trust, you also sign this agreement in your personal capacity, and jointly and severally personally undertake as principal debtors, to pay everything that the company or trust owes us, and to indemnify us against non-payment and/or default; and
 - any personal liability of you as director or trustee will not exclude the company or trust from the liabilities and obligations contained in this agreement.
15. **What else is agreed?**
 - 15.1 We may outsource (contract out) part of the work required to perform our services, you agree to pay for all amounts due in connection with the same.
 - 15.2 A failure by either party to enforce any of the terms of this agreement will not be deemed to be a waiver of any of the rights or obligations under this agreement.
 - 15.3 Neither party may assign or transfer rights or obligations under this agreement to any other without our prior written consent.
 - 15.4 If any of these terms are determined to be invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining terms will not be affected.
 - 15.5 This agreement supersedes all prior agreements, representations and warranties. Any instructions we receive from you will be subject to this agreement.
 - 15.6 Documentation related to this agreement may be served on you by email.
 - 15.7 We will notify you of any changes to these terms and post the same on our website. Continued provision of products and services to you will be subject to your signed acceptance of the same. All other variations must be mutually agreed in writing.