These are Terms and Conditions of Sale of all products and services supplied by Greene Fire Pty Limited (ABN: 50 122 435 081) ("Company"), Except as otherwise expressly agreed in writing by the Company, the Company is not under any obligation to the Customer to sell any products to the Customer. These Terms and Conditions will apply notwithstanding any provisions to the contrary which may appear on any document or other notification issued by any Customer, unless specifically agreed in writing by the Company.

General

1. Quotations are valid for a period of 30 calendar days from the date of issue, after which time prices may vary in the absolute discretion of the Company. A quotation is not an offer, and no Contract of Sale is made unless and until an Order is accepted by the Company in writing, and a Contract of Sale made in writing by the Company will be deemed to be an offer to sell on such terms and conditions as the Company may specify in its Order Confirmation.

2. All Orders placed with the Company are subject to these Terms and Conditions and the Company may, at any time and from time to time, vary or alter these Terms and Conditions. Any variation to these Terms and Conditions is only effective if made in writing by the Company and accepted by the Customer.

3. If a Customer cancels or alters any Order or part Order for Goods at any time after the Company has received the Order, then the Company reserves the right to charge to the Customer the cost of the Goods already acquired for the Order together with cost of the labours and costs and charges in respect of the Goods on which work has been carried out and which cannot be cancelled.

4. Commencement of provision of products based on a quotation is subject to approval from the Company of the Customer’s Credit Application.

5. Any representation, warranty, condition or undertaking that would be implied into these Terms and Conditions by legislation, common law, equity, trade, custom or usage is excluded, restricted or modified by agreement.

6. Where the Customer has more than one proprietor, or where there is more than one Applicant, a Credit Application, the liability of those applicants or proprietors under these Terms and Conditions will be Joint and Several.

7. “Customer” means both the Customer in these Terms and Conditions and the Applicant under the Credit Application if a Credit Application has been made.

Order

8. The Customer must place an order for the Goods with the Company on an order form ("Order"). This Order is then binding on the Customer.

9. The Customer must provide the dimensions of the Goods required on the Order, and must clearly state whether the Goods ordered are for the Customer or the address appearing on the quotation. The Company is not responsible for the unloading of the goods upon delivery. The Company is responsible for the loading of the goods from the delivery point to the Customer’s nominated delivery destination, nominated transport company, nominated agent or nominated client.

10. Any date or time quoted by the Company is an estimate only and the Company will not be liable to the Customer for any failure or delay in supply, delivery or installation where such failure or delay is wholly or partly due to any cause or circumstances whatsoever outside the reasonable control of the Company including but not limited to war, strikes, lockouts, industrial disputes or unrest, government restrictions or intervention, transport delays, fire, act of God, breakdown of plant, shortage of supplies or labour, storms or tempests or delays or failure or misbehaviour of any third party or parties other than the Company or any party with whom the Company has no common wealth.

Pricing

11. If there is any error or omission in a quotation, the Company receives the right to amend the quotation price. This clause applies even if the quotation has been accepted by the Customer.

12. Unless otherwise stated, all prices quoted are GST exclusive. GST will be added in relation to delivery, supply and installation of all goods and services.

Terms of Payment

13. All payments due to the Company are to be made, without retention or deduction, within thirty (30) calendar days of the date of the invoice or the number of days on the quotation, whichever is the earlier, and such payment will be considered to be made when the funds are cleared in the Company’s nominated bank account.

14. If the Customer fails to make payment in accordance with the terms of clause 13, the Company will be entitled to:

a) charge default interest at the rate of 12% per annum on all overdue amounts (including late payment charges and amounts other than the price) calculated daily on and from the due date for payment and the parties agree that any amount so calculated is not a penalty but rather an accurate pre-estimate of the damage to be incurred by the Company, the Company will be entitled to recover in addition to the payment in respect of the Goods or of the site into which the Goods are to be installed.

b) cease from the Customer all quotations, contracts or Orders for the Goods for the sole responsibility of the Buyer. If the Goods are not suitable for the site as a result of incorrect dimensions being provided by the Customer, the Customer will remain liable for the full cost of the Goods.

c) cease all work remaining to be performed by the Company under the quotation and terms and conditions of supply of delivery of products that have not been delivered prior to the Customer’s default; and

d) require the payment of cash upon delivery of any further products.

Delivery and Installation

15. Any date or time quoted by the Company is an estimate only and the Company will endeavour to meet such dates and times as closely as possible subject to the right of cancellation on the Customer’s part or render the Company liable for any loss or damages directly or indirectly sustained by the Customer as a result thereof.

16. The Customer acknowledges that the Goods delivered by the Company to the Customers nominated delivery destination, nominated transport company, nominated agent or nominated client are delivered to the Customer at the risk of the Customer and the Company will not be responsible for any damage caused to the goods during unloading, or any other loss or damage occasioned in that regard.

17. The Customer will examine the Goods products immediately after delivery and the Company will not be liable for any mis-delivery, shortage, defect or damage unless the Customer reports such defects in writing to the Customer within 7 calendar days from the date of delivery of the products.

Property and Risk

18. Subject to clauses 24 and 25, notwithstanding delivery of products, title in any products supplied and/or installed will remain with the Company until the Customer has paid and discharged all liabilities in respect of all applicable sales taxes and other levies, duties and taxes. Any payment made by or on behalf of a Customer that is later avoided by the application of any Statutory Provision will be returned to the Customer in full, or to its beneficiary. The Customer’s indebtedness and in such an event the parties are to be restored to rights each respectively would have had if the payment had not been made.

19. The title to any Goods delivered or installed will pass to the Customer upon delivery (actual or constructive) to the Customer.

20. The Customer acknowledges that it is in possession of any products supplied and/or installed and that title remains with the Company until payment has been made in full to the Company as described in clause 10.

21. The Customer agrees to hold the Company harmless from any liability to the Customer or any third party for liquidated damages in any form, any delay costs, consequential loss including (without limitation) any loss of profits, loss of revenue, loss of production, loss of business opportunities, loss of goodwill, any special losses, losses of any nature including remote and/or unforeseeable loss. The aggregate liability of the Company in damages (howsoever arising), in respect of any claims and damages is limited to the greater of $100,000 or the amount actually paid or payable by the customer in respect of such other party or parties.

22. The obligations under these Terms and Conditions will not exceed the amount of one hundred dollars (AUD$100), even if the Company has been advised as the Customer to the l/ we understand and accept the above terms and conditions.

Name: ____________________________ Signature: ____________________________ Date: ____________________________