

Trading Terms and Conditions

INTERPRETATION

In these terms and conditions:

“Supplier” means Balustrading WA Pty Ltd . . . hereafter known as BWA.

“Customer” means the customer specified on the Invoice

“Goods” means those products and services specified on the Invoice

Overall we operate within the Trade Practices Act 1974 and the Fair Trading Act 1988

DELIVERY OF ORDERS

Delivery is estimated 6-8 weeks unless otherwise agreed with Customer and Supplier in writing after final site measure. Delivery for imported product is estimated 8-10 weeks after final site measure. The delivery time made known to the Customer are estimates only and the supplier will not be liable for any loss or delay resulting late delivery.

PRICE/ACCEPTANCE

Quotes are valid for 30 Days.

Quotations may be subject to a pricing revision three (3) months from the date of original quotation if manufacturing or installation by BWA has not commenced.

Any variations to the quotation must have customer acceptance in writing prior to variation works commencing. BWA does not accept any responsibility for any errors/omissions on quotations. Any unforeseen circumstances not included in the original quote will incur additional charges. Work will not commence until a Purchase Order or Order Acknowledgement is received and the Deposit paid.

Quotes are subject to final site measure. If site is not ready at time of final site measure a ‘call out’ fee may apply.

PAYMENT DETAILS

Cash Customer – 50% Deposit at time of order, balance due before final installation.

Trading Account – 30 days, with penalties for late / overdue payments.

If the Trade Customer defaults on payment of any monies due to BWA then all monies outstanding become due and payable and must be paid by the Customer within 7 days of demand by BWA. The customer must pay any expenses, costs or disbursements incurred by BWA in recovering any outstanding monies from the Customer including, but not limited to, debt collection agency fees and all BWA solicitors’ costs.

RISK AND WARRANTY TERMS

Please read in conjunction with separate Warranties and Liability Document.

‘Risk’ in the products and services passes to the Customer on completion of installation. Subject to the conditions of warranty set out separately BWA warrants that if any defect in any workmanship becomes apparent and is reported to the seller within twelve (12) months of the delivery/installation date then BWA will either (at our discretion) repair the defect or replace the workmanship.

The conditions applicable to the warranty are:

The warranty will not cover any defect or damage which may be caused or partly caused by or arise through –

1. Failure on the part of the client to properly maintain any goods
2. Failure on the part of the client to follow any instructions or guidelines provided by BWA
3. Any use of any goods other than for any application specified on a quote or order form
4. Fair wear and tear
5. Accidental damage
6. Issues related to subsequent product removal/re-installation or modifications by others
7. Act of God.

The warranty shall cease and BWA shall not be liable under the terms of the warranty if the product is repaired or altered without BWA consent.

BWA shall not be liable for any costs related to a delay in either replacing or repairing the workmanship / goods or in properly assessing the clients claim.

For products not manufactured by BWA, the warranty shall be the current Warranty provided by the manufacturer.

NOTE: By its nature, there is NO Warranty on Glass.

Installation and material blemish faults must be reported in writing within 5 working days of installation.

Powder Coating of Aluminium as per the Warranty supplied by the Powder Coater.

Balustrade becoming loose on Timber deck due to the weathering in the elements is not covered by warranty.

LIMITATION OF LIABILITY

As per the Competition and Consumer Act 2010, customers may be subject to a refund, repair or replacement at their discretion if there is a major failure with the products. If goods are replaced they are subject to the same statutory warranties as the original product.

Major failure would occur if the products were not fit for purpose, were not of acceptable quality, were not safe, durable and free from defect, and were not acceptable in appearance and finish.

For minor problems the supplier may replace the goods or provide a refund, but is required to repair the goods within a reasonable time.

CONTRACT

The contract for the sale of the products and services is made in the State of Western Australia and the parties agree to submit all disputes arising between them to the courts in that State. The Customer may not assign the benefit of any contract with BWA without the prior written consent of BWA. BWA may amend these terms and conditions at any time and those amendments will apply to the supply of all products and services after the Customer has been notified of the amendment.

COMPLIANCE

Balustrades, Pool Fencing and Pool Gates shall be in accordance with the relevant Australian Standard and Building Code.

AS1170.1	Structural design actions
AS1428.1	Design for access and mobility
AS1288	Glass in Buildings
AS1926	Safety barriers for swimming pools

INSTALLATION TERMS

All work conducted by BWA must be within the current requirements of the Western Australia and National standards for Occupational Health and Safety. Edge protection, scaffold, catch platforms, elevated work platforms or harness points may need to be supplied. It is the responsibility of the customer to supply protection and such protection must not impede on the installation of our products. The protection supplied needs to be in safe working condition before works commence. It is the customer’s responsibility to notify us of any pipe work, electrical cabling, footings, reticulation or any other unforeseen obstructions that will obstruct the mechanical fixing points of the balustrade and associated products. If damage does occur it is the customer’s responsibility to make good. If when digging concrete footings we encounter rock, tree roots or any other unforeseen obstruction there will be an additional charge. Installation onto tiles, brickwork, brick & limestone pavers sometimes incurs cracks or breakages. While BWA will take all care, repair of such items is the responsibility of the customer. We are unable to cut bricks or paving. Removal of excess soil/debris is the responsibility of the customer. When timber handrails are installed they are supplied unfinished. We do not recommend the use of timber handrails for external use. Installation of timber trimmers/noggings to be done by the customer where required to allow for correct installation to timber decks, balconies or stairs.

Naturally our installations must adhere to the requirements for structural rigidity and for a long and safe service life, so non-standard installation requests may need a structural engineering report supplied by the customer.

If concrete footings or core drilling is required there will be an additional charge per footing / core drill.

If due to unforeseen circumstances from the customer we are unable to install the balustrade on the day agreed a ‘call out’ fee will apply. Installation of gates that require electrical work to be carried out before or after installation must be completed by a qualified electrician. All costs incurred for electrical work is the responsibility of the customer. We will not install on carpet, polished / lacquered timber floors and will not cut carpet. All timber floors should be sanded only, then balustrade installed. If installing on pre-finished floors it is the responsibility of the customer to supply adequate protection for floors whilst installation is taking place.

No responsibility will be accepted for any marks on painted finishes. Balustrade must be installed prior to painting due to the installation procedure.

Protection of Balustrade after installation is the responsibility of the customer.

FOR CURRENT ‘CALL OUT’ FEES AND PENALTIES PLEASE SPEAK TO YOUR BWA REPRESENTATIVE