1. DEFINITIONS AND INTERPRETATION

"Australian Consumer Law" means the Consumer Act 2010 (Cth).

"Client" means the customer named on the quotation, and if no customer is named, the customer to whom the Goods & Work is supplied.

"Company" means Viridian Glass Pty Ltd (ABN 68 006 904 052) trading as Viridian.

"Conditions" means these conditions of quotation and supply and any additional matters prescribed on the face of this quotation.

"Contract" means the contract of sale between the Client and the Company.

"Interest" means the interest or delay interest.

"Loss" means any liability, however it arises (including as a result of negligence) and includes any loss, claim, damage, delay, injury or death or a fine or penalty imposed by a statutory or other authority.

"Rates" means the unit rate shown on the face of this quotation, listed in the current price list or otherwise used to calculate the price in the quotation.

"Site" means the location for supply / performance of the Goods & Work specified on the face of this quotation or otherwise agreed in writing.

2. AGREEMENT

Except to the extent otherwise explicitly agreed in writing, these Conditions and, if applicable, any relevant credit application completed by the Client (together with any credit guarantees and any applicable product warranties) govern the entire relationship between the Company and the Client in connection with the provision of the Goods & Work and will prevail over any other document. The Company shall, acting reasonably, determine the order of precedence of any inconsistent documents, if an inconsistency arises. The Client acknowledges that it has not relied on any representation, inducement, warranty or promise which is not set out below.

3. VALIDITY

QUOTATIONS AND ORDERS: Quotations given and orders accepted are subject to the following conditions:

(a) All quotations are valid for 30 days only; the Company reserves the right to adjust the quoted rates or withdraw the quotation at any time after the date of issue.

(b) Unless otherwise agreed in writing, quotations given and orders accepted are based on Viridian's rates and costs as at the date of quotation of materials, transport, labour and other costs. The price may be increased by the amount of any increase incurred in the time of delivery to Viridian of any such item or any other factors (including any change in exchange rates) affecting VIRIDIAN's costs of supply, production, labour or delivery of the goods.

(c) Without limiting the generality of the foregoing, any alteration in quantity, sizes, specification, complexity of works, design or other requirements may result in price modifications.

(d) No order may be suspended, cancelled or amended without Viridian’s agreement in writing and the Client shall accept liability for all costs incurred by Viridian, including but not restricted to purchases, stock, work in progress, labour costs or other overheads consequent upon the suspension, cancellation or amendment of any order agreed to by VIRIDIAN.

(e) Orders are subject to subject to VIRIDIAN’s minimum order conditions and manufacturing limitations for various items.

4. EXTENT OF GOODS & WORK

This quotation is based on supply / performance of all of the Goods & Work at the Site. The Client acknowledges that in the event the Company is required to estimate the quantity of Goods required by the Client, the Company’s estimate shall be calculated with reasonable care based on the information submitted to the Company. The Company shall not be responsible for any discrepancies or errors in quantities suggested on other advice given and the Company expressly disclaims any liability with respect to such estimates and advice. Should the quantities supplied or location of the Site vary from the quotation the Company reserves the right to adjust the Rates.

5. MANUFACTURING CAPABILITIES, WARRANTIES, QUALITY, TEMPLATES AND SPECIFICATIONS

The Client acknowledges the existence of various guidelines made available by the Company dealing with the manufacture of the Goods & Work, and that the Company makes no representations or warranties with respect to the quality, quantities or conditions of the Goods & Work. The Client shall be solely responsible for any and all decisions, risks and consequences with respect to the quality, quantities or conditions of the Goods & Work.

6. BASIS OF PAYMENT

The Goods & Work will be paid for by the Client at the rates according to the actual quantities supplied as evidenced by the Company’s delivery records. The Client acknowledges that the Rates are subject to change for reasons such as exchange rates, tax, economic circumstances, changes to the Company’s manufacturing capabilities or any other reasons.

7. LIABILITY AND INDEMNITY

If the Client is not a Consumer, the Company shall not be liable in any circumstances:

(a) for any damage to any property of whatever kind situated in, on or adjacent to the Site resulting from Goods & Work supplied or performed in accordance with these Conditions;

(b) for any defects in the Goods & Work unless the Client notifies the Company within the earlier of 72 hours of the Client becoming aware of the defect or when the Client becomes aware of the defect; prior to the delivery or the supply of the supplies specifying the defect, which notice shall be given to the Client in writing; and

(c) for any consequential losses, damages, costs, charges, expenses, losses, liabilities, costs and/or expenses incurred in respect of any such defect.

8. LIMITATION OF LIABILITY - AUSTRALIAN CONSUMER LAW GUARANTEES

Unless the Client indicates otherwise, the Client acknowledges that the Goods & Work it will acquire from the Company will be obtained for either the purpose of re-sale (in an altered form or condition or to be incorporated into other goods) or for the purpose of using the Good or Work for the purpose of a business undertaken in trade or commerce in the course of a process of production or manufacture or in the course of a process of repairing or treating other goods or fixtures on land.

9. SITE ACCESS

Unless otherwise agreed in writing between the parties, the Company will deliver and the Client will receive the Goods & Work at the street frontage of the Site in a timely manner. The Company may charge waiting time if the carrier is delayed for any reason beyond the carrier’s control. If the carrier cannot identify the Client’s site because the delivery address is inadequate or not clearly identifiable, the Goods & Work will be returned to the Company and the Client will be charged a re-delivery fee.

10. DELIVERY

The Company will use reasonable endeavours to deliver Goods & Work in accordance with the Client’s schedule. However, should supply / performance of the Goods & Work be early or delayed for any reason beyond the control of the Company (including stock unavailability) or as a result of any cause which the Client is or should reasonably have been aware of, all Loss arising from the delay will be the Client’s responsibility and the Client shall indemnify the Company in respect of such Loss. All stitages, franes or transportation problems remain the property of the Company. Failure to return will result in replacement charges. (Refer to the Viridian Fair Use Policy).

11. SITE VISITS & HOURS

This quotation is based on the delivery and performance of the Goods & Work being conducted during normal hours. At other times additional charges may apply.

12. VARIATIONS

The Company is not obliged to carry out any variation which is outside the scope of the Goods & Work. Any variation request must be in writing and agreed between the parties, including the rate where applicable, and shall be subject to these Conditions.

13. TERMS OF PAYMENT

(a) Payment for the Goods & Work inclusive of freight, handling and other expenses shall be made within 30 days of Goods & Work and statement where upon the transaction appeared. Time will be of the essence for the performance of the Client’s obligation for payment. If at any time monies are overdue and owing upon any Tax invoice then the whole amount of all invoices plus interest shall become immediately due and payable to the Client. The Goods & Work shall pass to the Client on payment of the full price.

(b) The Client shall notify the Company before delivery, of any obstacles or peculiarities in relation to the Site and adjacent areas that may affect handling and freight return charges.

(c) Viridian accepts payment of accounts by MasterCard or Visa, fees may be applied for credit card payments. The Client agrees and accepts that credit card fees will be charged at a rate that is set by VIRIDIAN and will be used to offset the Client’s credit card payment.

(d) The Client shall pay interest at the rate of 1% per month on the balance of any amount, as may arise from time to time, until paid and such money, together with all interest, shall be recoverable from the Client as unsecured debt.

(e) VIRIDIAN reserves the right to vary the terms of payment and total value of credit allowed by notice in writing to the Client at any time and to require payment in cash in full prior to the delivery should the credit worthiness of the Client at any time in VIRIDIAN opinion become unsatisfactory.

14. TAXES & OTHER CHARGES

The prices quoted do not include any statutory or Government charges. Should any such charges or any other tax become applicable they will be charged to and paid for by the Client in addition to this quotation.

15. FORCE MAJEURE

If the performance of any part of the order is prevented by force majeure, the Company shall be excused performance, provided the Company uses its best endeavours to remove such cause(s) of non-performance, and shall continue performance without delay when the cause(s) are removed.

16. INFORMATION

The Client acknowledges and agrees that:

(i) The Client must provide all relevant information to the Company to enable the Company to supply / perform the Goods & Work;

(ii) The Company in giving this quotation has relied upon the accuracy and completeness of such information, and the Client hereby warrants to the Company the accuracy and completeness of all information supplied.

17. RISK AND TITLE

Upon delivery of all Goods & Work the subject of these Conditions to the Site, all risk in relation to the Goods & Work shall pass to the Client. Ownership of the Goods & Work shall not pass to the Client until the Company has been paid in full for the Goods & Work. VIRIDIAN retains legal and equitable title in any goods supplied to the Client until payment in full for or in connection with the supply of the relevant goods has been received by VIRIDIAN.

18. SAFETY & ACKNOWLEDGMENTS

(a) The Client is responsible for ensuring safe and adequate access to the Site for delivery and all other aspects of Site safety.

(b) The Client shall notify the Company before delivery, of any obstacles or peculiarities in relation to the Site such as: doors or entries may necessitate adjustments to the goods.

(c) The driver removing any delivery shall be in control of the delivery vehicle and may from time to time be late without prior notice to the Client.

(d) The Company will use reasonable endeavours to deliver Goods & Work in accordance with the Client’s request, however, should delivery be late, the Client shall not be entitled to any damages.

(e) The driver removing the delivery shall be solely responsible for any and all activities in respect of the Goods & Work and the Client acknowledges that the Company is under no obligation to accept any returns or defective or damaged Goods & Work.

19. GENERAL

(a) No waiver or breach of any condition of these Conditions shall be deemed to be a waiver or breach of any other condition.

(b) All provisions of these Conditions shall be severable and if any condition is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

(c) If a provision of these Conditions is held to be invalid or unenforceable, or if any term is held to be invalid or unenforceable, it may be excluded or modified to the extent necessary to make it valid and enforceable.

(d) Any addition to these Conditions shall be accomplished by written agreement between the Company and the Client.

(e) Each party acknowledges that it has not relied on any representation, inducement, warranty or promise which is not set out below.

(f) The waiver of any breach of these Conditions by the Company shall not be a waiver of any other breach.

20. ADVERSE霘

These Conditions are not to be interpreted against the interests of a party merely because that party proposed this document or some provision in it or because that party relies on a provision of these Conditions to protect itself.