

Terms of Trade - *Supply and Install Contract – Over \$20000.00 Builders/Companies*

Payment

- 10% deposit on signing Terms of Trade
- 40% on Check Measure and before job is put into production
- 47.5% on delivery, before the goods are unloaded off the truck.
- 2.5% on completion/installation.
- Goods remain the property of B&W until final payment. If payment is not made, goods will be removed from site. Keys given/handed over upon final payment.
- Cash, Bank Cheque or Credit Card payment upon delivery/installation. EFT **only** if funds cleared prior to delivery/installation.
- Cheques not accepted for delivery or final balance payments unless cleared in advance.
- If the job is in Stages, the above payment terms are applied to each Stage i.e. the final payment for each Stage must be made on the installation of that stage, so that each Stage has been completely paid for before B&W will proceed to the next Stage.
- For cover plates, if required, an agreed sum (not exceeding 50% of the cover plate cost) can be retained by the client.
- Surcharge of 3.0% applies to all payments by AMEX & 2% to all other credit card payments.
- Late payment fee of 1% per day will be charged on balance due until full payment is made.
- All cost of debt recovery, including commissions and legal costs, will be paid by the client on an indemnity basis.

Installation/Notes

- The client is required to ensure that B&W installers have clear and free access to the work site at all times (blinds and /or window furnishings to be removed by the client), all care taken but no responsibility for any damaged to furnishings if not removed by the client.
- If installers have to clear the site to gain access, an extra cost may be charged.
- Level hobs and waterproofing membrane to sill to be provided by builder.
- When removing existing frames all care is taken, but B&W will not be responsible for damage e.g. Render stuck to window, paint on gyprock or bricks, unless due to negligence of B&W.
- B&W installers are required to leave the site neat and tidy but no vacuuming is done (drop sheets used only), and if the work is dusty, sensitive items should be covered by the client.
- Horizontal lifting by B&W Windows, Vertical lifting by builder/client, Scaffolding and specialised vertical lifting movement of our frames is not included. Should any be required, it is to be supplied and erected by the builder.
- This B&W quote is subject to a site inspection for access and safety.
- Individual keying is not included and master keying for different types of windows and doors are also not included.
- Rights to shop drawings are not included.
- Average lead times: 6-8 weeks from signing the windows/doors production schedule, having confirmed all details and sizes after check measure. Lead time is only approximate and can vary at anytime without notice.
- No tests have been allowed for. Previous test results for products may be available upon request.
- Default on payment may result in B&W informing credit reporting agencies, which may affect your Credit Ratings.
- B&W does not process jobs in stages unless otherwise agreed to acceptance of quotation. Staged jobs will incur extra administration costs and this may affect the lead times. Staged jobs over 3 months are subject to applicable price changes.
- Any changes to specifications after sign-off may incur extra costs and incur time delays.
- B&W does not organise for the keys to be keyed alike or differently. We do not organise extra keys. The number of keys issued depends on the number supplied to B&W by the hardware manufacturer.
- The Client agrees that the openings will be prepared so that installation can take place without delay.

Risks

- Statutory warranties under Home Building Act 1989 (NSW) apply to residential building work.
- 2 year warranty generally under Home Building Act s. 18E(1)(b) and 6 years for a breach of warranty that results in a major defect.
- Glazing/Compliance certificate may not be issued until final payment is made.
- B&W retains the ownership of the goods until full final payment is received. However, subject to the statutory warranties, all risks in respect of the goods passes to the client on installation.
- We do not accept responsibility for thermal breakage in glass. Please note that Low-E laminated glass is particularly susceptible to thermal breakage.
- B & W will not be responsible for slight variations in colour of powder coating or for any variation in anodising.
- B&W will not be responsible for rust or tea staining of stainless steel hardware near coastal areas.
- We are responsible for waterproofing of our windows only. If structure is not waterproofed correctly warranties are voided.
- No protection to windows and doors unless specified.

Defects

- The client shall inspect the goods on installation and shall within seven (7) days of installation notify B&W of any alleged defects, damage or any other failure to comply with specifications.
- B&W's liability is limited to replacing the goods or repairing the goods.

Variation

- Any client's variation to the original contract are to be given to B&W in writing and signed by the client, together with an agreed increase or reduction in the contract price.

Cancellation

- No refunds for cancellation of orders once deposit is paid – deposit will be forfeited on cancellation. If production has commenced, then the client is to pay to B&W the value of the work done if it exceeds the amount of the deposit forfeited.
- Cancellation fees will apply to a cancellation of any booking for installation and storage fees may apply.

Acceptance

- The payment of a deposit by the client amounts to acceptance of these terms and conditions, which can only be amended with the written consent of B&W.

Terms of Trade - Supply and Install Contract – Over \$20,000.00

Payment

- 10% deposit on signing Contract and provision of Certificate of Insurance is required by s.92(2)(b) of Home Building Act 1989 (NSW)
- 40% on Check Measure and "sign off" of production drawings ,before job is put into production
- 47.5% on delivery, before the goods are unloaded off the truck.
- 2.5% on completion/installation.
- Goods remain the property of B&W until final payment. If payment is not made, goods will be removed from site. Keys given/handed over upon final payment.
- Cash, Bank Cheque or Credit Card payment upon delivery/installation. EFT **only** if funds cleared prior to delivery/installation.
- Cheques not accepted for delivery or final balance payments unless cleared in advance.
- If the job is in Stages, the above payment terms are applied to each Stage i.e. the final payment for each Stage must be made on the installation of that stage, so that each Stage has been completely paid for before B&W will proceed to the next Stage.
- For cover plates, if required, an agreed sum (not exceeding 50% of the cover plate cost) can be retained by the client.
- Surcharge of 3.0% applies to all payments by AMEX & 2% to all other credit card payments.
- Late payment fee of 1% per day will be charged on balance due until full payment is made.
- If payments are not received by the specified time, Medium Density Pty Ltd ("MD")/B&W Windows reserves the right to remove the goods from the site.
- All cost of debt recovery, including commissions and legal costs, will be paid by the client on an indemnity basis.

Installation/Notes

- The client is required to ensure that B&W installers have clear and free access to the work site at all times (blinds and /or window furnishing to be removed by the client), all care taken but no responsibility for any damaged to furnishings if not removed by the client.
- If installers have to clear the site to gain access, an extra cost may be charged.
- Level hobs and waterproofing membrane to sill to be provided by builder.
- When removing existing frames all care is taken, but B&W will not be responsible for damage e.g. Render stuck to window, paint on gyprock or bricks, unless due to negligence of B&W.
- B&W installers are required to leave the site neat and tidy but no vacuuming is done (drop sheets used only), and if the work is dusty, sensitive items should be covered by the client.
- Horizontal lifting by B&W Windows, Vertical lifting by builder/client, Scaffolding and specialised vertical lifting movement of our frames is not included. Should any be required, it is to be supplied and erected by the builder.
- This B&W quote is subject to a site inspection for access and safety.
- Individual keying is not included and master keying for different types of windows and doors are also not included.
- Rights to shop drawings are not included.
- Average lead times: 6-8 weeks from signing the windows/doors production schedule, having confirmed all details and sizes after check measure. Lead time is only approximate and can vary at any time without notice.
- No tests have been allowed for. Previous test results for products may be available upon request.
- Default on payment may result in B&W informing credit reporting agencies, which may affect your Credit Ratings.
- B&W does not process jobs in stages unless otherwise agreed to acceptance of quotation. Staged jobs will incur extra administration costs and this may affect the lead times. Staged jobs over 3 months are subject to applicable price changes.
- Any changes to specifications after sign-off may incur extra costs and incur time delays.
- B&W does not organise for the keys to be keyed alike or differently. We do not organise extra keys. The number of keys issued depends on the number supplied to B&W by the hardware manufacturer.
- The Client agrees that the openings will be prepared so that installation can take place without delay.

Risks

- Statutory warranties under Home Building Act 1989 (NSW) apply to residential building work.
- 2 year warranty generally under Home Building Act s. 18E(1)(b) and 6 years for a breach of warranty that results in a major defect.
- Glazing/Compliance certificate may not be issued until final payment is made.
- "MD"/B&W retain the ownership of the goods until full final payment is received. However, subject to the statutory warranties, all risks in respect of the goods passes to the client on installation.
- We do not accept responsibility for thermal breakage in glass. Please note that Low-E laminated glass is particularly susceptible to thermal breakage.
- B & W will not be responsible for slight variations in colour of powder coating or for any variation in anodising.
- B&W will not be responsible for rust or tea staining of stainless steel hardware near coastal areas.
- We are responsible for waterproofing of our windows only. If structure is not waterproofed correctly warranties are voided.
- No protection to windows and doors unless specified.

Defects

- The client shall inspect the goods on installation and shall within seven (7) days of installation notify "MD"/ B&W of any alleged defects, damage or any other failure to comply with specifications.
- "MD"/B&W's liability is limited to replacing the goods or repairing the goods.

Variation

- Any client's variation to the original contract are to be given to "MD"/B&W in writing and signed by the client, together with an agreed increase or reduction in the contract price.

Cancellation

- No refunds for cancellation of orders once deposit is paid – deposit will be forfeited on cancellation. If production has commenced, then the client is to pay to B&W the value of the work done if it exceeds the amount of the deposit forfeited.
- Cancellation fees will apply to a cancellation of any booking for installation and storage fees may apply.

Acceptance

- The payment of a deposit by the client amounts to acceptance of these terms and conditions, which can only be amended with the written consent of "MD"/B&W.

Terms of Trade - Supply and Install Contract - \$5000.00 to \$20000.00

Payment

- 10% deposit on signing Terms of Trade
- 40% on Check Measure and before job is put into production
- 47.5% on delivery, before the goods are unloaded off the truck.
- 2.5% on completion/installation.
- Goods remain the property of B&W until final payment. If payment is not made, goods will be removed from site. Keys given/handed over upon final payment.
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- For cover plates, if required, an agreed sum (not exceeding 50% of the cover plate cost) can be retained by the client.
- Surcharge of 3.0% applies to all payments by AMEX & 2% to all other credit card payments.
- Late payment fee of 1% per day will be charged on balance due until full payment is made.
- All cost of debt recovery, including commissions and legal costs, will be paid by the client on an indemnity basis.

Installation/Notes

- The client is required to ensure that B&W installers have clear and free access to the work site at all times (blinds and /or window furnishings to be removed by the client), all care taken but no responsibility for any damaged to furnishings if not removed by the client.
- If installers have to clear the site to gain access, an extra cost may be charged.
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- Horizontal lifting by B&W Windows, Vertical lifting by builder/client, Scaffolding and specialised vertical lifting movement of our frames is not included. Should any be required, it is to be supplied and erected by the builder.
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- Rights to shop drawings are not included.
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- No tests have been allowed for. Previous test results for products may be available upon request.
- Default on payment may result in B&W informing credit reporting agencies, which may affect your Credit Ratings.
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- The Client agrees that the openings will be prepared so that installation can take place without delay.

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- 2 year warranty generally under Home Building Act s. 18E(1)(b) and 6 years for a breach of warranty that results in a major defect.
- Glazing/Compliance certificate may not be issued until final payment is made.
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- B & W will not be responsible for slight variations in colour of powder coating or for any variation in anodising.
- B&W will not be responsible for rust or tea staining of stainless steel hardware near coastal areas.
- We are responsible for waterproofing of our windows only. If structure is not waterproofed correctly warranties are voided.
- No protection to windows and doors unless specified.

Defects

- The client shall inspect the goods on installation and shall within seven (7) days of installation notify B&W of any alleged defects, damage or any other failure to comply with specifications.
- B&W's liability is limited to replacing the goods or repairing the goods.

Variation

- Any client's variation to the original contract are to be given to B&W in writing and signed by the client, together with an agreed increase or reduction in the contract price.

Cancellation

- No refunds for cancellation of orders once deposit is paid – deposit will be forfeited on cancellation. If production has commenced, then the client is to pay to B&W the value of the work done if it exceeds the amount of the deposit forfeited.
- Cancellation fees will apply to a cancellation of any booking for installation and storage fees may apply.

Acceptance

- The payment of a deposit by the client amounts to acceptance of these terms and conditions, which can only be amended with the written consent of B&W.

Terms of Trade - *Supply and Install Contract - Under\$5,000.00*

Payment

- 10% deposit on signing Terms of Trade
- 40% on Check Measure and before job is put into production
- 47.5% on delivery, before the goods are unloaded off the truck.
- 2.5% on completion/installation.
- Goods remain the property of B&W until final payment. If payment is not made, goods will be removed from site. Keys given/handed over upon final payment.
- Cash, Bank Cheque or Credit Card payment upon delivery/installation. EFT **only** if funds cleared prior to delivery/installation.
- Cheques not accepted for delivery or final balance payments unless cleared in advance.
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- Late payment fee of 1% per day will be charged on balance due until full payment is made.
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Installation/Notes

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- This B&W quote is subject to a site inspection for access and safety.
- Individual keying is not included and master keying for different types of windows and doors are also not included.
- Rights to shop drawings are not included.
- Average lead times: 6-8 weeks from signing the windows/doors production schedule, having confirmed all details and sizes after check measure. Lead time is only approximate and can vary at anytime without notice.
- No tests have been allowed for. Previous test results for products may be available upon request.
- Default on payment may result in B&W informing credit reporting agencies, which may affect your Credit Ratings.
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- The Client agrees that the openings will be prepared so that installation can take place without delay.

Risks

- Statutory warranties under Home Building Act 1989 (NSW) apply to residential building work.
- 2 year warranty generally under Home Building Act s. 18E(1)(b) and 6 years for a breach of warranty that results in a major defect.
- Glazing/Compliance certificate may not be issued until final payment is made.
- B&W retains the ownership of the goods until full final payment is received. However, subject to the statutory warranties, all risks in respect of the goods passes to the client on installation.
- We do not accept responsibility for thermal breakage in glass. Please note that Low-E laminated glass is particularly susceptible to thermal breakage.
- B & W will not be responsible for slight variations in colour of powder coating or for any variation in anodising.
- B&W will not be responsible for rust or tea staining of stainless steel hardware near coastal areas.
- We are responsible for waterproofing of our windows only. If structure is not waterproofed correctly warranties are voided.
- No protection to windows and doors unless specified.

Defects

- The client shall inspect the goods on installation and shall within seven (7) days of installation notify B&W of any alleged defects, damage or any other failure to comply with specifications.
- B&W's liability is limited to replacing the goods or repairing the goods.

Variation

- Any client's variation to the original contract are to be given to B&W in writing and signed by the client, together with an agreed increase or reduction in the contract price.

Cancellation

- No refunds for cancellation of orders once deposit is paid – deposit will be forfeited on cancellation. If production has commenced, then the client is to pay to B&W the value of the work done if it exceeds the amount of the deposit forfeited.
- Cancellation fees will apply to a cancellation of any booking for installation and storage fees may apply.

Acceptance

- The payment of a deposit by the client amounts to acceptance of these terms and conditions, which can only be amended with the written consent of B&W.

Terms of Trade - *Supply Only Contract*

Payment

- 50% deposit, before the job is put in production
- 50% on delivery, before the goods are unloaded off the truck
- Cash, Bank-Cheque or Credit Card payment on delivery. EFT **only** if funds cleared prior to delivery.
- Surcharge of **3.0%** applies to all payments by AMEX and International Cards and **2.0%** on all other Credit Cards.
- Late payment fee of 1% per day will be charged on balance due until full payment is made.
- All costs of debt recovery, commissions and legal cost will be paid by the client.
- Individual keying is not included and master keying for different types of windows and doors and not included.
- Shop drawings not included.
- Lead times: 4-6 weeks from deposit paid, having confirmed all details and sizes and are approximate and can vary at any time without notice.

Responsibilities

- B&W Windows (B&W) retains the ownership of the goods until final payment is received nonetheless all risk for the goods passes to the client on delivery.
- Where the client request B&W to leave goods outside B&W's premises for collection or to deliver the goods to unattended location then goods are left at the client's sole risk.
- Delivery of the product includes offloading from the truck only, any carrying more than 5 metres is not included.
- Frames and panels come separately – the client is responsible for the installation which includes the frame, the panels and adjustments. If maintenance is required due to poor installation a cost will be incurred.
- Measurements taken by client and supplied to B&W are done so at client's own risk and no responsibility is taken by B&W for their accuracy.
- It is client's responsibility to confirm product specification and configuration by signing the production sheet provided.
- Subsills are provided loose and uncapped it is the responsibility of the client to seal the subsills. B&W Windows is not responsible for a leaking subsill.
- Warranties are not valid until final payment is received. Glazing /Compliance certificate is not issued until final payment is made.
- Warranty – 1year on moveable parts and six years on workmanship
- B&W retains the ownership of the goods until full final payment is received nonetheless all risk for the goods passes to the client on installation.
- We do not accept any responsibility for thermal breakage in glass. Please note Low-e laminated glass is particular susceptible to thermal breakage.
- No responsibility in slight variations in colour of powdercoating or any colour variation in anodising.
- No responsibility for rust or tea staining of stainless steel hardware near coastal areas.
- We are responsible for waterproofing of our windows only. If structure is not waterproofed correctly warranties are voided.
- No protection to windows and doors unless specified.
- Marks and scratches are subject to Australian standards.
- Large frames are delivered in KDC (Knock down condition) the client is responsible to screw the frames together.
- Flyscreens are delivered separately, client is responsible for the installation of Flyscreens.
- Site glazing is organised once full payment is made and the client needs to provide four weeks notice.
- Restrictors are not included unless specified by the client.
- Only vertical lifting is by client.
- B&W Windows does not store product if client does not take delivery of goods a storage fee will be apply.
- No changes accepted after signing the Production Schedule. If any changes are accepted, an Administration fee will apply and lead times will be affected.
- Defects
- The client shall inspect the goods on delivery and shall at the time of delivery notify B&W of any alleged defects, shortage in quantity, damage or any other failure to comply with the quote.
- If client fails to comply with this provision, the goods shall be presumed to be free of any defects or damage.
- B&W's liability is limited to replacing the goods or repairing the goods if goods are found to be defective in any way.

Variation

- Any client's variation to original contract is to be given to B&W in writing and signed by the client.

Cancellation

- No refunds for cancellation of orders once deposit is paid. If production has commenced then client is to pay for any work in excess of deposit received.

Acceptance

- Upon acceptance(deposit paid) of these terms and conditions, by the client the terms and conditions are binding and can only be amended with the written consent of B&W.