

Terms and Conditions

1. Quote

- 1.1. Unique Group of Companies Pty Ltd ACN 100 970 170 as trustee of the VRRC Unit Trust trading as Unique Windows & Doors has provided a Quote to the Customer for the provision of the Services or supply of the Goods as set out in the Quote.
- 1.2. This Quote is valid for 3 months from the date of issue, after which time the quoted price may be subject to change.
- 1.3. The Customer may accept a quote by written notice to Unique Windows & Doors or by completing the details and signing on page 1 and returning to Unique Windows & Doors by email. Acceptance of the Quote is deemed to be an agreement by the Customer to be legally bound by these Terms and conditions.
- 1.4. The Customer acknowledges that Unique Windows & Doors will rely on the Customer's acceptance of the Quote and immediately incur costs. Once the Customer has accepted a Quote, cancellation within 48 hours of acceptance will incur costs incurred to date and calculated at the discretion of Unique Windows & Doors.
- 1.5. The Quote limited to supply or supply and installation, where applicable only of the windows and doors and its related items. For example, plumbing, electrical, painting etc. is only included if specifically noted.

2. Delivery & Access

- 2.1. Included in the Quote will be one site visit to check & measure the area and one site visit for installation of the Goods. Any additional trips Unique Windows & Doors is required to make will incur further costs of \$100 + GST for local installations (limited to the 25km radius). Additional costs for non-local installations are at the discretion of Unique Windows & Doors, Unique Windows and Doors reserves the right to charge for costs incurred if at the request of the Customer additional deliveries, staggered installations and/or site measures are needed.
- 2.2. Delivery & Access times must be between 7am-3:30pm Monday – Friday as specified in the Quote or agreed between the parties.
- 2.3. Unique Windows & Doors will provide an estimate of the Delivery & Access time on the morning of measure & install. If the parties cannot arrange a mutually convenient time, Unique Windows & Doors may delay the measure & install until a later time or day.
- 2.4. The Customer is responsible for the organisation and cost of ensuring clear access to the site for installation of the Goods is provided and, if necessary, arranging crane hire to transport the Goods unless otherwise agreed.
- 2.5. Unique Windows & Doors will take all precautions reasonably necessary to avoid damage to walls during installation, but sometimes this is unavoidable. Unique Windows & Doors cannot be held responsible for any repairs or re-painting required as a result.

3. Risk & Title

- 3.1. Risk in the Goods passes to the Customer immediately upon installation.
- 3.2. Property and title in the Goods do not pass to the Customer until all money due and payable to Unique Windows & Doors under the Quote has been fully paid.

4. Photos

- 4.1. The Customer agrees and consents to Unique Windows & Doors taking photos of the Goods and Services to be used for any purpose in connection with Unique Windows & Doors' business, including but not limited to posting on social media, for proof of installation or for technical issues. All photos provided by the Customer to Unique Windows & Doors become the property of Unique Windows & Doors and may be used by Unique Windows & Doors for marketing and promotional purposes.

5. ACCEPTANCE OF GOODS

- 5.1. Subject to clause 6, if the Customer fails to advise Unique Windows & Doors in writing of any fault in Goods or failure of Goods to accord with the Customer's Order within 48 hours of delivery, the Customer is deemed to have accepted the Goods and to have accepted that the Goods are not faulty and accord with the Customer's order. Nothing in this paragraph affects the Customer's rights for any alleged failure of a guarantee under the Australian Consumer Law.
- 5.2. Any claims or disputes by the Customer in relation to an invoice must be notified in writing to Unique Windows & Doors within 7 days from the date of the invoice.

5.3. CARE & MAINTENANCE

- 5.4. Unique Windows & Doors shall provide the Customer with an electronic copy of the Care & Maintenance Guide prior to or promptly after supply of the Goods or provision of the Services and shall make available a copy of the Care & Maintenance Guide on the Unique Windows & Doors' website.
- 5.5. Unique Windows & Doors may update the Care & Maintenance Guide from time to time.
- 5.6. The Customer warrants to Unique Windows & Doors they will comply in all respects with the requirements under the Care & Maintenance Guide in relation to the supply of the Goods or provision of the Services and indemnifies Unique Windows & Doors for any breach of that warranty.

6. Warranty

- 6.1. Subject to clauses 5.2-5.6, if the Customer fails to advise Unique Windows & Doors in writing of any fault in Goods or failure of Goods to accord with the Quote within 48 hours of delivery, the Customer is deemed to have accepted the Goods and to have accepted that the Goods are not faulty and accord with the Quote. Nothing in this paragraph affects the Customer's rights for any alleged failure of a guarantee under the Australian Consumer Law.
- 6.2. Unique Windows & Doors warrants that the manufacture and installation of the Goods will be free of defects for 1 year only for moving parts and 7 years only for static parts which do not move, subject to the terms of this clause 6. If Unique Windows & Doors determines it will replace the item rather than repair the item, Unique Windows & Doors will cover the replacement cost of the Goods for a period of 1 year from date of dispatch from Unique Windows & Doors' premises, not including any freight, taxes, levies, installation or third-party charges or other costs.
- 6.3. Any part or item supplied which is subject to a warranty by its manufacturer shall be excluded from the warranty provided in this clause 6 for the period of the manufacturer's warranty.
- 6.4. Any parts repaired or replaced under this warranty are subsequently warranted only for the remaining unexpired warranty period applicable to the original Goods.
- 6.5. This warranty will be void if the original Goods are not paid for in full.
- 6.6. The warranty is void if any changes, modifications, additions, or attachments are made to the Goods without the written consent of Unique Windows & Doors.
- 6.7. This warranty does not apply to defects or damage resulting from:
 - 6.7.1. Breach of the Customer's warranty in relation to the Care & Maintenance Guide referred to in clause 4 of this Agreement
 - 6.7.2. Improper or inadequate maintenance;
 - 6.7.3. Improper use or installation and/or use or installation not in strict accordance with Unique Windows & Doors instructions and specifications
 - 6.7.4. Unauthorised modification or alteration of the Goods;
 - 6.7.5. Neglect, misuse or abuse of the Goods;
 - 6.7.6. Exposure to corrosive elements or incompatible Goods;
 - 6.7.7. Normal wear and tear;
 - 6.7.8. Damage arising from the failure of support components supplied by others;
 - 6.7.9. Freak acts of nature;
 - 6.7.10. Explosions, sabotage, accident, embargoes, riots, civil commotions, terrorist activities, acts of war (whether declared or undeclared), and war (whether declared or undeclared); or
 - 6.7.11. Vandalism or intentional damage, whether by the Customer, its associate or a third party

7. FORCE MAJEURE

- 7.1. If circumstances beyond Unique Windows & Doors' control prevent or hinder its provision of the Goods or Services, Unique Windows & Doors is free from any obligation to provide the Goods or Services while those circumstances continue. Unique Windows & Doors may elect to terminate this agreement or keep the agreement on foot until such circumstances have ceased.
- 7.2. Circumstances beyond Unique Windows & Doors' control include, but are not limited to, unavailability of materials or components, strikes, lockouts, riots, natural disasters, fire, war, acts of God, Government decrees, proclamations or orders, transport difficulties and failures or malfunctions of computers or other information technology systems.