



## TILLING TIMBER PTY LTD

### SmartFrame Design Solutions - Terms & General Conditions

#### 1. Interpretations

In these conditions: -

- I. "Supplier" shall mean Tilling Timber Pty Ltd and its servants, agents and subcontractors;
  - II. "Customer" shall mean the person firm or company to whom the offer set out above has been addressed and includes both the Timber Merchant and their Builder;
  - III. Words imparting the masculine or neuter gender shall include every gender;
  - IV. "Goods" shall mean all Goods to be supplied by the Supplier to the Customer pursuant to this quotation;
  - V. "Site" shall mean the place where the Goods are to be delivered pursuant to this quotation
  - VI. "Design Solution" means any communication output from Tilling Timber Pty Ltd that provides advice on the structure or form of individual building elements or systems by the way of preliminary drawings, plans or sketches either electronic or in hard copy
2. "Preliminary – Not for Construction" watermark on any Design Solution means that the design is still in draft stage and may be subject to amendment. Tilling Timber Pty Ltd accepts no responsibility whatsoever for projects constructed to SmartFrame Design Solutions bearing the preliminary watermark.
  3. It is assumed that the support structure for this Design Solution is adequate to carry the imposed loads and that all concentrated loads are to be correctly supported. Any Design Solution supplied by Tilling Timber Pty Ltd therefore does not represent a complete structural design for a project, only for those members specifically mentioned. The overall responsibility for the structural integrity of any project firmly remains with the original building designer and/or his nominated Structural Engineer.
  4. Problems caused by reasonably foreseen errors and omissions by SmartFrame estimating staff will be corrected by providing free of charge the necessary estimating and engineering time to correct the error or omission on the SmartFrame Design Solution documentation. Amendments requested by the customer which are not the result of an error or omission to a fit for purpose layout/design presented to the customer may attract a redesign fee commensurate with the anticipated time to complete the amendment.
  5. Once construction has commenced, no claim for the free supply of any alleged omission of Goods will be accepted. Additional materials will only be supplied on the receipt of a valid purchase order. To the extent permitted by law Tilling Timber Pty Ltd shall not be liable for any loss or damage of any kind caused by an error or omission in it providing the SmartFrame design services.
  6. Pricing is valid for the period up until any future price increase communicated to the market by the supplier becomes effective, or 30 days, whichever is the sooner.
  7. If there is any variation in any of the sizes, quantities, details, delivery instructions or any other item or matter the subject of this quotation then the Supplier reserves the right to amend the Contract price accordingly and the Customer shall be deemed to have accepted such variation.
  8. The Supplier shall use its best endeavours to ensure that the Goods are delivered on or before the delivery date but shall not be liable for any delay in delivering the Goods to the Customer and the Customer shall indemnify the Supplier from and against all actions, claims, demands, losses, damages, costs and expenses to which the Supplier shall or may be or become liable in respect of any loss or

damage from any cause whatsoever to person or property arising out of or in any way connected with any delay in delivering the SmartFrame Engineered timber goods to the Customer.

9. The Customer shall do all acts, manners and things necessary to ensure that there is suitable access to the site for the carrier to unload the Goods.
10. The SmartFrame Engineered timber goods must be installed, erected or used in accordance with the plan or diagram attached and such installation to comply with the relevant SmartFrame Design Guide and/or SmartFrame Installation Guide.
11. The Customer shall not install, erect or use the SmartFrame Engineered timber goods in any manner whatsoever which will impair the structural efficiency of the SmartFrame Engineered timber goods.
12. All SmartFrame Engineered timber goods supplied must be properly installed, erected or used and adequately protected from the weather within thirty (30) days from the date of delivery.
13. The Customer shall not do anything whatsoever including limiting the generality of the foregoing to overload the SmartFrame Engineered timber goods which will impair the structural efficiency of the SmartFrame Engineered timber goods
14. Insofar as the supply of Goods pursuant to this quotation are Goods of a kind not ordinarily acquired for personal, domestic or household use or consumption the liability of the Supplier for a breach of condition or warranty (other than a condition or warranty implied by section 102 Schedule 2 of the Competition and Consumer Act 2010) shall be limited to: -
  - I. The replacement of the Goods or the supply of equivalent Goods; or
  - II. The repair of Goods; or
  - III. The payment of the cost of having the Goods repaired.
15. Should the Customer wish to cancel the order, the Customer agrees to notify the Supplier in writing, not verbally. As all SmartFrame Engineered timber goods are "cut to order" sales, the Customer agrees to be liable for the full cost of the materials at the quoted price. Under certain circumstances however (excludes SmartJoists precision docked and/or with pre-cut web penetrations and made to order Glulam Beams), the Supplier may accept the return of such goods under the following conditions:
  - I. Goods must be returned in the condition it was dispatched e.g. wrapping intact, unsoiled etc.
  - II. Prior advice to be given within 7 days of receipt detailing return of Goods including invoice number
  - III. The Customer agrees to be liable for the re-handling fee to cover the costs of taking goods back into stock and the costs of return cartage
  - IV. The Supplier will not accept cancellation or return of made to order Glulam Beams and SmartJoists cut to exact length and/or with pre-cut web penetrations under any circumstances.
16. Unless there is sufficient evidence that goods are faulty, nothing in these terms and conditions can be read to imply that the Supplier will attend any building site free of charge. Tilling Timber Pty Ltd may on request be contracted carry out a site visit at a fee-for-service. Site measures, at a cost of \$150 + GST per hour (including travelling) will be provided only after the receipt of valid purchase order or credit card payment of the quoted fee.

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