

## CONDITIONS OF SALE FOR SUPPLY, INSTALLATION & SERVICE

### 1. GENERAL

#### 1.1 Definitions

Supplier:	Elbowroom (Aust) Pty Ltd, trading as Elbowroom; Correct Installs; Inspect-a-Rack; Ware Hous
Purchaser:	The company, firm or individual receiving goods or services under this agreement, including executors, administrators, successors and permitted assigns.
Work:	All goods and services supplied, delivered, performed or installed by Supplier.
Site:	The location(s) nominated in the offer where the Work is to be performed.
GST:	Has the meaning ascribed by the Competition and Consumer Act 2010 (Cth) and related legislation.

#### 1.2 Application of Conditions

These Conditions form part of the Supplier's offer and prevail over any Purchaser terms unless expressly agreed to in writing by the Supplier.

#### 1.3 Precedence

Precedence In the event of inconsistency between the offer and these Conditions, the offer shall prevail.

#### 1.4 Variations

Any variation to these Conditions must be agreed to in writing by the Supplier.

#### 1.5 Additional Documentation

No verbal agreement or external document modifies the contract unless confirmed in writing by the Supplier.

#### 1.6 Partial Invalidity

If any clause is held invalid by law, the remainder of the Conditions remains enforceable.

#### 1.7 Separable Portions

These Conditions apply to each separable portion of the Work.

#### 1.8 Assignment

The Supplier may assign or novate this agreement upon written notice.

### 2. OFFER AND ORDER

#### 2.1 Validity

Unless revoked, the Supplier's offer remains valid for 30 days or as otherwise stated.

#### 2.2 Scope

Offer includes only specified Work. Normal working hours apply unless otherwise stated.

#### 2.3 Scope Variation

Changes to scope may result in a revised price.

#### 2.4 Cancellation

Orders may be cancelled or varied only with the Supplier's written consent. Costs and losses incurred will be charged to the Purchaser.

### 3. SPECIFICATIONS AND DRAWINGS

#### 3.1 Approximate Information

Specifications and drawings are indicative unless expressly included.

#### 3.2 Certified Drawings

Provided on request if deemed necessary by the Supplier

#### 3.3 Confidentiality

Purchaser must not disclose Supplier's drawings or documents without consent.

#### 3.4 Required Information

Purchaser must provide necessary information within 7 days of order

#### 3.5 Approvals

Purchaser must return approved or amended drawings within 7 days.

#### 3.6 Errors by Purchaser

Purchaser bears the cost of changes due to errors in supplied information.

#### 3.7 Permits

Purchaser is responsible for obtaining permits and approvals unless otherwise agreed.

### 4. PERFORMANCE & TESTS

#### 4.1 Performance

Performance figures are estimates unless guaranteed in writing.

#### 4.2 Inspection and Tests

Supplier may conduct tests at its option. Additional tests requested by Purchaser are chargeable.

### 5. DELIVERY & COMPLETION

#### 5.1 Time Basis

Delivery times are based on acceptance and complete information.

#### 5.2 Estimates Only

Dates are indicative unless specifically guaranteed.

#### 5.3 Delay Compensation

Purchaser may receive a refund of up to 5% of contract value for excessive delay.

#### 5.4 Force Majeure

Delays beyond the Supplier's control entitle an extension of time.

#### 5.5 Storage

Storage and related costs apply if delivery is delayed beyond 14 days after readiness.

#### 5.6 Partial Deliveries

Permitted unless otherwise agreed.

### 6. PACKING, FREIGHT & INSURANCE

#### 6.1 Packing

Standard packing is included; special packing is charged to Purchaser.

#### 6.2 Freight

Land transport is the default unless stated otherwise.

#### 6.3 Insurance

Supplier will arrange standard insurance; special requirements are chargeable.

### 7. PURCHASER RESPONSIBILITIES

#### 7.1 Site Access and Readiness

Purchaser must ensure clear, safe and ready access for timely commencement of Works.

#### 7.2 Enclosed Areas

Adequate openings must be provided for equipment access.

#### 7.3 Auxiliary Services

Purchaser must supply site services, including lighting, storage, utilities, and facilities.

#### 7.4 Failure to Comply

Non-compliance allows Supplier to take corrective action at Purchaser's cost.

#### 7.5 Personnel Usage

Supplier personnel cannot be used for other work without consent; Purchaser assumes risk and cost.

#### 7.6 Access Notification

Supplier shall be given a minimum of one month written notice of the date on which access to the Site is available.

### 8. PURCHASER REPRESENTATIVE

Contact details of an authorised representative must be provided two weeks before commencement.

### 9. PERSONNEL CONTROL

Supplier may replace personnel at its discretion.

### 10. RISK

#### 10.1 Risk

Supplier bears risk except where caused by Excepted Risks or Purchaser negligence.

#### 10.2 Purchaser Equipment

Purchaser retains risk for its own supplied equipment.

#### 10.3 Delay

If Work is delayed over 14 days, risk passes to Purchaser.

#### 10.4 Completion

Risk transfers to Purchaser upon completion, or earlier if put into use.

#### 10.5 Excepted Risks include

Purchaser actions, natural disasters, war, or force majeure events.

### 11. TITLE

#### 11.1 Retention of Title

Ownership remains with Supplier until full payment.

#### 11.2 Recovery

Supplier may recover unpaid goods, including entry to site.

#### 11.3 Insolvency Events

Payment becomes immediately due in insolvency

#### 11.4 Fiduciary Capacity

Purchaser holds goods in trust until full payment.

### 12. PRICING AND ADJUSTMENTS

#### 12.1 Price basis

Prices are based on conditions at time of offer.

**12.2 GST**

Prices exclude GST unless stated. GST must be paid by Purchaser.

**12.3 Delays and Variations**

Purchaser is liable for costs due to delays or changes caused by them.

**12.4 Regulatory Change**

Costs due to law changes will adjust the contract price

**13. PAYMENT**

**13.1 Invoicing**

Invoicing is staged: deposit, pre-delivery, on-site delivery, and on-site work.

**13.2 Hour Certification**

Purchaser must certify hours worked. Failure allows Supplier to invoice based on own records.

**13.3 Terms**

Terms Net 7 days from invoice date. Credit terms are discretionary.

**13.4 Late Payment**

Interest of 3% above Westpac Indicator Lending Rate applies. Supplier may suspend work.

**14. WARRANTY**

**14.1 Coverage**

Coverage Supplier will repair/replace defects within 12 months of completion if:

- Work was properly used and maintained
- No interference or unauthorised modifications occurred
- Notification given within 7 days of defect
- Located within Australia

**14.2 Defective Part Handling**

Supplier will remove and replace parts. Replaced parts become Supplier property.

**14.3 Exclusions**

No warranty for Purchaser-supplied components or unauthorised repairs.

**14.4 Legal Rights**

This warranty does not exclude rights under the Competition and Consumer Act 2010.

**15. LIABILITY**

**15.1 Limitation**

Supplier is not liable for indirect or consequential damages except as stated.

**15.2 Consumer Rights**

If the Purchaser is a consumer under Australian Law, statutory rights apply.

**16. PATENTS & INTELLECTUAL PROPERTY**

Supplier retains all intellectual property. Purchaser must not copy or share without consent. Purchaser warrants its designs do not infringe third-party rights.

**17. INSOLVENCY**

If Purchaser becomes insolvent or bankrupt, Supplier may terminate or suspend the contract and retain any payments made.

**18. NOTICES**

Notices may be sent via post to the last known address or by email to [accounts@elbowroom.com.au](mailto:accounts@elbowroom.com.au).

**19. GOVERNING LAW**

This agreement is governed by the laws of Queensland, Australia

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Document Version: June 2025

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