

Quotation Terms

Definitions and Sundry

1. In this document
 - 1.1 We, our, us: means Softwoods Timberyards Pty Ltd.
 - 1.2 You, your: means the Client whose name is on the first page of this form.
 - 1.3 "the Materials" means all the materials supplied by us to you necessary for the works described on the first page of this form.
 - 1.4 If there is more than one Client, the Clients are jointly and severally bound by these terms and conditions.

Quote available for Acceptance within 30 days

2. This quote is subject to you accepting it within 30 days of the date of the quote. After 30 days we may choose not to accept your order or may vary the quote. We may also vary the quote if a significant error of fact can be shown in the original quote. You may accept the quote by either, within 30 days signing it and returning it to us together with the deposit, or within 30 days paying the deposit and asking us to proceed, in which case the terms in this form become the terms of the contract between you and us.

Deposit

3. You must pay a deposit of the amount set out on the front of this form if you accept our quote. If you have requested that we arrange a carpenter to install the Materials, we will not arrange the carpenter until you have paid for the Materials.

Cancellation

4. If you have accepted our quote you are not entitled to cancel the order, but if you do cancel the order we are entitled to and will keep the deposit.

Payment of Balance of Contract

5. We will let you know when the Materials are ready for delivery, or collection.
6. You must pay the balance of the purchase price (a 1.15% surcharge applies to Visa and Mastercard payments) at least 48 hours before delivery or collection of the materials. If your kit is pre-cut you must pay that balance price prior to the production of materials. If you don't, then;
 - 6.1 Interest of 15%pa will be charged on any overdue payment until it is paid.
 - 6.2 You must pay us any costs we incur in recovering (or attempting to recover) any overdue payment.
 - 6.3 Property in the Materials supplied does not pass to you until you have paid for them in full. You acknowledge that until you have paid for the Materials in full you are in possession of the Materials solely as bailee for us.
 - 6.4 Your right to possession of the Materials ceases if any payment due is not paid. In that event, we may enter your property or wherever the Materials are or are reasonably thought to be, and re-possess them.

Delivery and Responsibility for the Materials

7. You will be responsible for any loss, damage or deterioration to the Materials once they are delivered, even if the delivery address is unattended. If delivery of the Materials is not included you will be responsible for any loss, damage or deterioration to the Materials once they leave our place of business.
8. Delivery means delivery of the Materials to the most appropriate and accessible point (as determined by our driver) nearest to the delivery address provided that address is within 80km of a mainland capital city G.P.O. Country deliveries are to a mainland capital city transport depot unless otherwise detailed in this document with extra costs specified.
9. If you are not the owner of the delivery address you promise that we have the right to deliver the Materials to the delivery address and you promise that we have the right to collect any excess materials from the delivery address or wherever any excess materials might be.

Discrepancy in Materials

10. If you have arranged a carpenter yourself or if you are constructing the works yourself; you must advise us of any missing, damaged or extra material delivered to you within 7 days of delivery or within 7 days from when the Materials leave our place of business. You and/or your carpenter are responsible for any shortfall in materials that arise as a result of you and/or your carpenter failing to build the structure in accordance with the plans. You are responsible for any discrepancy in materials arising from measurements or information you have provided to us.

Excess Materials

11. Any materials in excess of the Materials belong to us and we are entitled to collect any excess materials without credit of refund.

SPECIFIC EXCLUSIONS

12. The following matters are specifically excluded from the purchase price: and/ or installation costs.
 - 12.1 Subject to council applications being specifically included on the first page of this form, development approval above standard and building approval above standard
 - 12.2 Engineering calculations above standard.
 - 12.3 Additional materials and labour costs to meet any above standard requirements including attachment to other than house roof frame.
 - 12.4 Locating, moving, or constructing around any services or connections (eg water, power, gas, telephone, cable, TV, solar panels, satellite dishes etc).
 - 12.5 Additional costs to meet bushfire regulations.
 - 12.6 Replacement of paving.
 - 12.7 Connection to existing stormwater system.
 - 12.8 Costs incurred in relation to dealing with any asbestos on the property.
 - 12.9 Extra costs associated with footings will be charged as a variation, eg non-standard footings specified by Council, or costs digging into rock or concrete.
 - 12.10 Costs of complying with Government or Council regulations introduced after date of quotation.
 - 12.11 Installation outside a radius of 80km from nearest Softwoods store, except where additional installation costs are detailed in this document.