

TERMS AND CONDITIONS FOR NATIONAL SHEDS

1. Definitions and Interpretation

In these Terms and Conditions:

- 1.1. “**Customer**” means the purchaser of the Goods specified on National Sheds’ quotation, purchase order ,acceptance of written offer or invoice;
- 1.2. “**Goods**” means the Goods and services specified in National Sheds’ quotation, purchase order, acceptance of written offer or invoice;
- 1.3. “**Price**” means the price specified by National Sheds’ on its quotation. Unless otherwise stated in writing, all prices quoted by National Sheds shall be in Australian Dollars.
- 1.4. Words importing singular include the plural and vice versa;
- 1.5. Words importing natural persons include corporations and vice versa;
- 1.6. Nothing in these terms and conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding restricting or modifying any condition, warranty, guarantee right or remedy implied by law and which by law cannot be excluded restricted or modified;

2. Terms of sale

The Customer accepts that the within terms and conditions apply to all sales between it and National Sheds.

3. Formation of Contract

- 3.1. Any quotations given by National Sheds shall not constitute an offer to sell. The banking of deposits, issue of drawings, or other details do not constitute an offer to sell.
- 3.2. The Customer may within fourteen (14) days of any quotation given by National Sheds make an offer to purchase the Goods from National Sheds based on National Sheds’ quotation and these Terms and Conditions shall form part of any such offer.
- 3.3. The quotation price will be fixed for the period of fourteen (14) days after which it will be subject to market price fluctuations.
- 3.4. National Sheds may accept any offer made by the Customer pursuant to Clause 3.2 in its absolute discretion.
- 3.5. These Terms and Conditions shall apply to and be terms and conditions of any contract formed as a result of acceptance by National Sheds of an offer made by the Customer and shall in the event and to the extent of any inconsistencies prevail over all terms and conditions contained in any offer, order or other document submitted to National Sheds by the Customer.

4. Payment

- 4.1. Unless other credit terms have been agreed in writing, the Customer shall pay to National Sheds;
 - 4.1.1. A deposit of 20% at the time of acceptance of the offer;
 - 4.1.2. A progress payment of 30% at such time as National Sheds determines; and
 - 4.1.3. The outstanding balance of the Price of the Goods prior to dispatch.
- 4.2. If a certificate of compliance is required by the Customer this shall be requested and paid for via the initial deposit by the Customer at the time of placing the order.
- 4.3. Where payment is not made by the Customer in accordance with Clause 4.1, or any other payment terms agreed in writing between National Sheds and the Customer then notwithstanding and without prejudice to any of its other rights National Sheds may do any one or more of the following:
 - 4.3.1. withhold delivery of the Goods or any part of the Goods not delivered to the Customer;
 - 4.3.2. where the Goods have been delivered to the Customer, enter the premises of the Customer (where the Goods are located) without liability for trespass or any resulting damage and take possession of the Goods;
 - 4.3.3. keep or re-sell any Goods repossessed pursuant to Clause 4.2.3.
- 4.4. Until payment is made by the Customer in full, the Customer:
 - 4.4.1. must not sell, charge, dispose of or otherwise deal with the Goods in any manner whatsoever save with the express consent in writing of National Sheds;
 - 4.4.2. must hold the Goods as the fiduciary agent and bailee of National Sheds but at the Customer’s own risk;
 - 4.4.3. must deliver up the Goods to National Sheds as and when required;
- 4.5. National Sheds does not accept payment for Goods by credit card unless expressly agreed. If a credit card payment is authorised by National Sheds then the Customer agrees to pay to National Sheds a two percent (2%) surcharge calculated on the value of all payments made by credit card by the Customer for the Goods.

5. Design

National Sheds supplies all buildings on an ex-work basis, designed in accordance with the current edition of AS 1170.2 for Region 1, Terrain Category 3. Customers requiring buildings outside this design must advise National Sheds of any required amendments. Accessories manufactured by others are selected on performance data provided to National Sheds and are the responsibility of those manufacturers. All reasonable effort has been made to design, manufacture and supply the correct components and quantities however it is the Customer’s responsibility to make any practical site modification necessary to complete the structure. National Sheds reserves the right to supply standard sizes, designs and components where the Customer’s requirements fall outside the standard range and vary all plans, designs and specifications at any time without notice. National Sheds may from time to time choose a different supplier for material, as they feel fit.

6. **Approvals**

- 6.1. National Sheds on behalf of the customer shall prepare general assembly sketches of the structure offered and include steel to steel connection and footing details.
- 6.2. The Customer shall provide their own site plan and all other details as required by relevant authorities and submit same with National Sheds' details for approval. The Customer shall bear all costs associated with approval by any relevant authority.

7. **Delivery**

- 7.1. National Sheds shall use reasonable endeavours to comply with any reasonable time requested or specified for the delivery of the Goods by the Customer.
- 7.2. The Customer acknowledges that any delivery times are estimated delivery times only and that National Sheds shall not be liable to the Customer for any loss, damage or delay whatsoever occasioned to the Customer or any other person as a direct or indirect result of late delivery or non-delivery of the Goods or any part of the Goods.
- 7.3. National Sheds shall have licence and authority to enter the Customer's site during daylight hours without notice to the Customer for the purpose of delivering the Goods. National Sheds or its sub-contractors shall not be liable from any damage caused to any pipe, cable, path, driveway, lawn or other structures or vegetation.
- 7.4. National Sheds reserves the right to charge the Customer for deliveries outside of the delivery area or description nominated by the Customer or if additional delivery costs are incurred.
- 7.5. The Customer must take delivery of the Goods and provide labour and/or hire of equipment to unload and place the Goods on site.
- 7.6. Where goods cannot be delivered for a period of more than (7) days due to site issues, National Sheds reserves the right to pass on storage charges to the Customer if costs are incurred.
- 7.7. Where access to the delivery site nominated by the customer is deemed difficult or unsafe by the delivery driver, the Goods will be set down as close as practical to the site at the drivers discretion and the Customer shall relocate the materials at no cost to National Sheds.

8. **Title & Risk**

- 8.1. Title of the Goods shall not pass to the Customer until payment in full of the Price and any other costs incurred pursuant to these Terms and Conditions.
- 8.2. Risk of loss or damage to the Goods passes to the Customer upon despatch of the Goods to the Customer. The Customer shall be responsible for the covering and securing of all delivered materials against weather damage or theft.
- 8.3. National Sheds shall not be liable to the Customer or any other person for any loss, deterioration of or damage to Goods in transit.

9. **Limitation of Liability**

- 9.1. National Sheds does not exclude or limit the application of any provision of any statute (including the Trade Practices Act) where to do so would:
- 9.1.1. contravene that statute; or
- 9.1.2. cause any part of this Clause to be void.
- 9.2. Subject to clause 9.3, and to the extent permitted by the Trade Practices Act and all relevant State legislation, the sole obligation of National Sheds under this Agreement is to use its best endeavours to provide the Goods or to repair the Goods or replace (at National Sheds' discretion) any part of the Goods which is found to be defective during the period of one year from the date of the supply of the Goods and in no event shall National Sheds be liable for any other claims or damages including, but not limited to, claims for faulty design, negligent or misleading advice, damages arising from any loss of use of the products and any indirect, special or consequential damages or injury to any person, corporation or other entity.
- 9.3. If any of the Goods supplied are supplied to the Customer as a "consumer" of Goods and Services within the meaning of that term in the Trade Practices Act 1974 as amended or similar State legislation, the Customer will have the benefit of certain non-excludable rights and remedies in respect of the Goods or Services and nothing in these Terms and Conditions excludes or restricts or modifies any condition, warranty, right or remedy which, pursuant to the Trade Practices Act or similar legislation is so conferred. However, if the product is not a product ordinarily acquired for personal, domestic or household use or consumption pursuant to section 68A of the Trade Practices Act and similar provisions of State legislation, National Sheds limits its liability to payment of an amount equal to the lowest of:-
- 9.3.1. The cost of replacing the Goods;
- 9.3.2. The cost of repair of the Goods;
- 9.3.3. The cost of having the Goods repaired or replaced.
- 9.4. Where Goods are subject to a warranty supplied by a manufacturer or supplier other than National Sheds, the obligation of National Sheds under this agreement to repair or replace the Goods shall, notwithstanding the provisions of clause 9.2, be limited to the terms of the applicable manufacturer's warranty.

10. **Defective Goods**

The Customer acknowledges and agrees that National Sheds is not liable to the Customer for any loss, whether direct or indirect, or as a consequence of any defective goods supplied other than to the amount of the price for the defective goods paid by the Customer to the Supplier.

11. **Warranties**
Requests for written warranties must be made to the manufacturer of the Goods. National Sheds does not warrant Goods against misuse, added or superimposed loads, components or materials, environmental or weather damage, acts of God. National Sheds does not warrant goods located or used in or near corrosive atmospheres, located or used nearby swimming pools, flood plains, the ocean or used to house livestock.
12. **Cancellation of Orders**
Upon cancellation of a written order, the Customer must put same in writing and forward to National Sheds immediately. Cancellation of an order by the Customer authorises National Sheds to deduct a sum equal to ten (10) percent of the Price of the Goods plus any additional costs to date.
13. **Complaints – Time Limits**
- 13.1. Any complaint as to the goods supplied must be made in writing to National Sheds within four (4) days of delivery of the goods. Any complaint made after the expiry of four (4) days will not be accepted by National Sheds.
- 13.2. If the complaint by the Customer is accepted by National Sheds, National Sheds has the sole discretion as to whether to replace the goods the subject of the claim or to credit the appropriate proportion of the purchase price of the goods relevant to the complaint.
14. **Force Majeure**
National Sheds shall not be liable to the Customer for any delay or failure to perform all or part of National Sheds' obligations to the Customer, under the contract where such a delay or failure is due to any cause whatsoever beyond reasonable control of National Sheds including but not limited to, acts of God or public enemy, insurrection or riot, war or military operation, national or local emergency, act or omissions of government, industrial disputes of any kind (whether or not involving National Sheds' employees), fire, lightning, explosion, flood subsidence, inclement weather, quarantine, epidemic, regulation or order affecting materials, act or omissions of third persons (including any supplier of the goods or parts of the Goods and any supplier of services) or any other cause whether similar or dissimilar outside of National Sheds' reasonable control.
15. **Applicable Law**
These terms and conditions shall be governed by and construed in accordance with South Australian law and the Customer hereby submits to the exclusive jurisdiction of the courts of South Australia.
16. **Variation**
These Terms and Conditions may be varied by National Sheds by notice in writing to the Customer.
17. **Severance**
If any part of these Terms and Conditions is invalid or unenforceable the remaining valid and enforceable Terms and Conditions shall remain in full force and effect.
18. **Indemnity**
Without prejudice to any other rights National Sheds may have against the Customer, and to the extent permitted by the law, the Customer shall indemnify National Sheds for, and save it harmless from, any loss, damage or expense (including, without limitation costs, whether or not the subject of a Court order) incurred by National Sheds should the Customer breach any of these Terms and Conditions.
19. **Goods and Services Tax**
Should any Goods and Services Tax as levied under the A New Tax System (Goods and Services Tax) Act 1999 and any other tax, fee, levy or duty imposed by any competent authority be payable on any of the Goods supplied by National Sheds, such tax, fee, levy or duty will be to the Customer's account and shall be calculated using the rates and methods of assessment in force at the time of delivery. The Customer is liable for any other applicable tax, including, without limitation, withholding tax.