



Terms and Conditions

ALL ORDERS PLACED ACKNOWLEDGE THE ACCEPTANCE OF THE TERMS AND CONDITIONS BELOW In these conditions: (a) "Seller" means Wrought Iron Shop (b) "Purchaser" means the purchaser of the goods or services (c) "Goods" means all products and, if any services, supplied by the Wrought Iron Shop to the Purchaser:

- **Prices are quoted in Australian Dollars & are valid for 14 days - unless deposit paid in advance**
- **Any and all goods are offered for sale on an ex works basis only unless specified otherwise in writing**
- **All goods remain the property of Wrought Iron Shop until paid for in full**
- **This Quotation is an invitation to submit an order and no contractual relationship arises therefore until the Seller has accepted an order**
- **Any warranties offered or implied for any goods purchased are limited to the manufacturers standard warranties only and are subject to the terms and conditions of such warranties unless specified otherwise in writing**
- **All site measures from Wrought Iron Shop and or it's representatives, are based on all visible structural aspects available at time of site visit. Any non-visible structural elements or structural defects in existing dwelling that require additional works may incur additional costs payable by Purchaser.**
- **Goods are provided on the basis that the Purchaser has independently determined the suitability of the goods for the purchasers intended purposes and or usage**
- **In no event shall the Company be liable to the Purchaser or the Purchaser's servants, agents or representatives or any third party, for any direct, indirect, incidental or consequential loss or damages of any nature howsoever caused, (whether based on tort or contract or otherwise) (whether in negligence or otherwise) including but not limited to loss of profits, loss of production, loss of sales opportunity or business reputation, direct or indirect labour costs and overhead expenses and damage to equipment or property or any other claim whatsoever arising directly or indirectly or in any way attributable to the performance of the goods or services or sales contract or as a result of the purchase of, or use of , or failure of, any or all of the above mentioned goods.**
- **In the case of goods or services supplied or offered by the Company, liability for breach of any implied warranty or condition which cannot be excluded is limited at the Company's sole option and discretion to either: (a). The supply of the goods (or equivalent goods) or services again; or (b). The payment of the cost of having the goods (or equivalent goods) or services supplied again.**
- **Service/s or sales contract, except where liability is made non-excludable by legislation.**
- **The remedies of the Purchaser set forth herein are exclusive, and the total potential liability of the Company arising out of any contract or from the manufacture, sale, delivery, resale, installation or use of any goods or products shall not exceed the purchase price of the goods or products upon which liability is based.**



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- All specifications tendered in this document are supplied from various manufacturers literature we believe reliable at time of printing this document. While considerable care has been taken to ensure that errors and omissions are limited, the Company accepts no liability or responsibility for any errors or omissions
- Due to rapid changes in technology, information and other variables, specifications are subject to change without prior notice. Colours are approximations only and may vary slightly. Slight imperfections on the finish may occur, paint is provided for the installer to touch up
- These terms and conditions supersede any prior or collateral agreement or understanding between the parties relating to the Subject matter hereof (including those that may be contained on the Purchasers order, which are inconsistent with the terms and conditions contained herein).
- Each paragraph and provision hereof is severable and if any provision is held invalid or unenforceable, the remaining provision shall nevertheless remain in full force and effect
- Delivery Dates quoted in writing or verbally are approximations only
- The customer will make available upon delivery, all relevant equipment and labour for easy unloading of the goods. Customer will be responsible for any additional costs incurred by couriers for delays in unloading times
- The installer will be responsible for any touch up painting, cleaning, lock adjustments and alignment, door sweep fitting at the time of installation
- Manufacturing dependent on build specification will take approx 12 weeks. Excluding weekends and public holidays
- Upon payment of the deposit the purchaser enters into a binding agreement and has acknowledged the terms and conditions of this document.