

WARRANTY TERMS AND CONDITIONS

1. DEFINITIONS

“Company” (Referred to as either “The Company”, “We”, “Us” “Our” in this agreement) means Vitality Kitchens & Joinery - NJB Joinery Pty Limited ACN 77 143 859 858 of Unit 7, 21 Hickeys Road, Penrith NSW 2750.

“You”, “Customer” “Owner” means the Owner named in the contract of works.

“Contract” means this document, sketches, plans, quotations, tax invoices, specifications and variations relating to this document.

“Product” or “Goods” means the cabinetry and /or other products described herein of the contract and set out in the plans and specifications, including any variations.

“Site” means the location at which the Product is being installed.

“Variation” means any change in the works or the method of carrying out the works.

2. OUR OBLIGATIONS

We will make and/or supply the product and install the product at the site; and carry out works; according to the contract of works.

3. MANUFACTURING’S WARRANTIES

Appliances, accessories, and materials supplied are subject to warranties offered by the manufactures or where appropriate, subject to the terms of any extended warranty schemes. This document does not alter any manufactures warranties, which are supplied by the manufacture.

4. OUR WARRANTY

In addition to your rights under the law, we warrant that: our work; and materials supplied by us; will, within industry accepted standards and tolerances, be free of defects at the time of completion of installation.

However, subject to law and the warranties, we shall not be bound by nor be responsible for replacing or

remediating the workmanship, which may be caused by or raise through:

- i) any problem caused by misuse, abuse, fair wear and tear;
- ii) or appliances, fixtures and fittings made by others, which are outside of the manufacturers guarantee or warranty period; or
- iii) any defect in, or problem caused by work materials or appliances supplied by you
- iv) any workmanship which has been repaired, altered or overhauled without our consent the continued use of any goods after any defect become apparent or would have become apparent to a reasonably prudent operator or user; or
- v) failure on the part of the client to properly maintain any goods; or
- vi) failure on the part of the client to follow any instructions or guidelines provided by the supplier.

5. COLOUR VARIATION

The use of timber, granite / stones and other natural materials may vary in appearance, texture and colour from product to product, you acknowledge that despite our best efforts to match, the consistencies of these products, we have no liability for variations.

6. SURPLUS MATERIALS

All surplus materials used within the works remain the full property of Vitality Kitchens & Joinery unless otherwise stated in the contract of works.

7. PROVISIONAL SUMS AND APPLIANCES

Unless agreed elsewhere in this contract, we are not responsible to install any appliances, or to connect anything to any services.

If we are required to quote a provisional sum for a product:

Each provisional sum item must be listed in the contract of works and have an allowance stated net to it for the estimated price of the supply of the item or providing the work.

You must pay the actual price of any provisional sum item, and where the price is more than the allowance, the difference plus the margin specified in contract of works is added to the contract price.

8. DELAYS

We will use our best endeavours to ensure that the works are started as soon as it is reasonable possible and reach practical completion within the completion period outlined in the contract of works. However, we are not liable for backorder delays on materials/stock required to complete works.

We are also not liable for any delay caused by events beyond our control including any failure by you to:

- i) make a selection e.g. finishes and appliances etc;
- ii) have the site ready for installation; or
- iii) give us clear and reasonable access to the site coordinate trades not managed by Vitality Kitchens & Joinery

If the delivery date may be pushed back, and the completion period extended by whatever time is deemed necessary due to any of the above. If this happens, we must do so by giving you written notice.

9. CHECK MEASURING

We will attend the site and perform a check measure on or before the check measure date.

- i) we may make minor modifications to the plans and specifications agreed to conform to the checked measured site conditions and access requirements. We will notify you of any modifications required to be made;
- ii) any additional work necessary to comply with the modified plans and specifications is a variation and will be billed accordingly.

10. WORK BY YOU

If you are to provide plumbing and electrical services, or to supply or install appliances you must have the site ready an appliances available at least 24 hours before the time we start to install the joinery.

Any plumbing and electrical services that you provide must be carried out by appropriately licenced persons.

11. SUB CONTRACTORS

If required, we may sub-contract any obligations under this contract.

You must not give instructions to any subcontracts or worker whilst on site.

12. RISK

The risk to the product and/or appliances is at your risk once it is delivered to the site.

Any product or appliance supplied by you or any work carried out by you, your contractors or your agents is at your risk.

You must provide a safe and secure place for any materials/products delivered to site by us. Any loss, damage or removal of such products is the responsibility of you and will need to be rectified at your cost.

13. INSURANCE

We have relevant insurance including public liability insurance of at least 10 million.

14. INTEREST AND DEBT RECOVERY COSTS

If you fail to make any payments under this contract on time, we will charge you interest at the interest rate payable on Supreme Court judgements from time to time on what is unpaid.

You must reimburse us any debt collecting costs and commissions we pay to recover, or attempt to recover, any overdue payment.

15. PAYMENT

You must:

- i) pay us the contract price in accordance with the contract payment schedule.
- ii) we must give you a written notice for a progress payment at each stage.
- iii) you must pay a progress claim for each stage within 5 days of us giving you notice.
- iv) you must pay us any other amount which is payable under this contract on demand after we have carried out the work or incurred the cost.
- v) pay the final payment within 7 days of the installation date.
- vi) If works cannot be completed by Vitality Kitchens & Joinery within the time frame due to client delay.

16. RETENTION OF TITLE

Property of the product does not pass to you until it has been paid for in full, even if we have installed it. You must keep the product in good repair, condition and properly insured.

To the extent allowed by law, if you fail to make a due payment, we may enter the site and take responsible action to remove the product and any uninstalled materials without is being liable to you for damage to the site or product cause by such removal.

17. GST

You acknowledge and agree that all amounts referred to in the contract are exclusive of all GST, except where the contract expressly provides otherwise.

18. INTELLECTUAL PROPERTY RIGHTS

We own all copyright and other intellectual property rights in the in product, plans and specifications.

If you provide a sketch, plan or document, which we use or rely upon and which infringes upon a third-party copyright or moral right, then you as the customer will indemnify us against all claims and costs.