

DynaTimber – Terms & Conditions of Trade

1.	Definitions	<p>in the trade for the benefit of the Client. The Supplier shall promptly tender to the Client a clean shipped bill of lading, the insurance policy and an invoice in respect of the Goods.</p> <p>(b) The Client shall accept the documents tendered by the Supplier if they correspond to this contract and take delivery of the Goods at the port of destination and bear all other costs and charges arising out of shipment of the Goods to the port of destination.</p>	<p>necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on the Client's behalf.</p>
1.1	"Supplier" means Wood Industries Pty Ltd ATF Ken Baker Family Trust T/A DynaTimber its successors and assigns or any person acting on behalf of and with the authority of Wood Industries Pty Ltd ATF Ken Baker Family Trust T/A DynaTimber.	<p>Risk</p> <p>Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery. If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, the Supplier is entitled to recover all insurance proceeds payable for the Goods. The production of these terms and conditions by the Supplier is sufficient evidence of the Supplier's rights to receive the insurance proceeds without the need for any person dealing with the Supplier to make further enquiries.</p>	<p>13. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)</p> <p>The Client must inspect the Goods on delivery and must within seven (7) days of delivery notify the Supplier in writing of any evidence of damage, shortage, damage, or failure to comply with the description of goods. The Client must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow the Supplier to inspect the Goods.</p> <p>Under applicable State, Territory and Commonwealth Law (including, without limitation, the CCA), certain statutory implied warranties and warranties (including, without limitation, the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees).</p> <p>The Supplier acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.</p> <p>Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, the Supplier makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. The Supplier's liability in respect of these warranties is limited to the fullest extent permitted by law.</p> <p>If the Client is a consumer within the meaning of the CCA, the Supplier's liability is limited to the extent permitted by section 64A of Schedule 2.</p> <p>If the Supplier is required to replace the Goods under this clause or the CCA, but it is unable to do so, the Supplier may refund any money the Client has paid for the Goods.</p> <p>If the Client is not a consumer within the meaning of the CCA, the Supplier's liability for any defect or damage in the Goods is:</p> <p>(a) limited to the value of any express warranty or warranty card provided to the Client by the Supplier at the Supplier's sole discretion;</p> <p>(b) limited to any warranty to which the Supplier is entitled, if the Supplier did not manufacture the Goods;</p> <p>(c) otherwise negated absolutely.</p> <p>Subject to this clause 13, returns will only be accepted provided that:</p> <p>(a) the Client has complied with the provisions of clause 13.1; and</p> <p>(b) the Supplier is satisfied that the Goods are defective and the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and</p> <p>(c) the Goods are returned in as close a condition to that in which they were delivered as is possible.</p> <p>Notwithstanding clauses 13.1 to 13.3 but subject to the CCA, the Supplier shall not be liable for damage which may be caused or partly caused by or arise as a result of:</p> <p>(a) the Client failing to properly maintain or store any Goods;</p> <p>(b) the Client using the Goods for any purpose other than that for which they were designed;</p> <p>(c) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;</p> <p>(d) the Client failing to follow any instructions or guidelines provided by the Supplier;</p> <p>(e) fire, war and theft, any accident, or act of God.</p> <p>Nothingwithstanding anything contained in this clause if the Supplier is required to replace the Goods the Supplier will only accept a return on the conditions imposed by that law.</p>
1.2	"Client" means the person/s or any person acting on behalf of and with the authority of the Client requesting the Supplier to provide the Services as specified in any proposal, quotation, order, invoice or other documentation.	<p>(c) includes the Client's executors, administrators, successors and permitted assigns.</p>	<p>17.3</p> <p>(d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.</p> <p>The information given to the Supplier being given a consumer credit report to collect overdue payment on commercial credit.</p> <p>The Client agrees that personal credit information provided may be used and retained by the Supplier for the following purposes (and for other agreed purposes or required by):</p> <p>(a) the provision of Goods and/or services;</p> <p>(b) ascertaining, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or</p> <p>(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or</p> <p>(d) enabling the collection of amounts outstanding in relation to the Client's account.</p>
1.3	"Goods" means all Goods or Services supplied by the Supplier to the Client at the Client's request from time to time (where the context so permits the terms "Goods" or "Services" shall be interchangeable for the other).	<p>(a) if there is more than one Client, is a reference to each Client jointly and severally; and</p> <p>(b) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and</p>	<p>17.4</p> <p>The Supplier may give information about the Client to a CRB for the following purposes:</p> <p>(a) to obtain a consumer credit report;</p> <p>(b) allow the CRB to create or maintain a credit information file about the Client including credit history.</p> <p>The information given to the CRB may include:</p> <p>(a) personal information as outlined in 17.1 above;</p> <p>(b) name of the credit provider and that the Supplier is a current credit provider to the Client;</p> <p>(c) whether the credit provider is a licensee;</p> <p>(d) type of consumer credit;</p> <p>(e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);</p> <p>(f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and direct recovery action commenced or alternatively that the Client no longer has any overdue accounts and the Supplier has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);</p> <p>(g) information that, in the opinion of the Supplier, the Client has committed a serious credit infringement;</p> <p>(h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).</p> <p>The Client shall have the right to request (by e-mail) from the Supplier:</p> <p>(a) a copy of the information about the Client retained by the Supplier and the right to request that the Supplier correct any incorrect information; and</p> <p>(b) that the Supplier does not disclose any personal information about the Client for the purpose of direct marketing.</p> <p>The Supplier will destroy personal information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the Supplier's obligations under this contract or is required to be maintained and/or stored in accordance with the law.</p> <p>The Client can make a privacy complaint by contacting the Supplier via e-mail. The Supplier will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.</p>
1.4	"Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between the Supplier and the Client in accordance with clause 5 below.	<p>(c) includes the Client's executors, administrators, successors and permitted assigns.</p>	<p>17.5</p> <p>The Supplier may give information about the Client to a CRB for the following purposes:</p> <p>(a) to obtain a consumer credit report;</p> <p>(b) allow the CRB to create or maintain a credit information file about the Client including credit history.</p> <p>The information given to the CRB may include:</p> <p>(a) personal information as outlined in 17.1 above;</p> <p>(b) name of the credit provider and that the Supplier is a current credit provider to the Client;</p> <p>(c) whether the credit provider is a licensee;</p> <p>(d) type of consumer credit;</p> <p>(e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);</p> <p>(f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and direct recovery action commenced or alternatively that the Client no longer has any overdue accounts and the Supplier has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);</p> <p>(g) information that, in the opinion of the Supplier, the Client has committed a serious credit infringement;</p> <p>(h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).</p> <p>The Client shall have the right to request (by e-mail) from the Supplier:</p> <p>(a) a copy of the information about the Client retained by the Supplier and the right to request that the Supplier correct any incorrect information; and</p> <p>(b) that the Supplier does not disclose any personal information about the Client for the purpose of direct marketing.</p> <p>The Supplier will destroy personal information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the Supplier's obligations under this contract or is required to be maintained and/or stored in accordance with the law.</p> <p>The Client can make a privacy complaint by contacting the Supplier via e-mail. The Supplier will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.</p>
1.5	"GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).	<p>(c) includes the Client's executors, administrators, successors and permitted assigns.</p>	<p>17.6</p> <p>Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, the Supplier makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. The Supplier's liability in respect of these warranties is limited to the fullest extent permitted by law.</p> <p>If the Client is a consumer within the meaning of the CCA, the Supplier's liability is limited to the extent permitted by section 64A of Schedule 2.</p> <p>If the Supplier is required to replace the Goods under this clause or the CCA, but it is unable to do so, the Supplier may refund any money the Client has paid for the Goods.</p> <p>If the Client is not a consumer within the meaning of the CCA, the Supplier's liability for any defect or damage in the Goods is:</p> <p>(a) limited to the value of any express warranty or warranty card provided to the Client by the Supplier at the Supplier's sole discretion;</p> <p>(b) limited to any warranty to which the Supplier is entitled, if the Supplier did not manufacture the Goods;</p> <p>(c) otherwise negated absolutely.</p> <p>Subject to this clause 13, returns will only be accepted provided that:</p> <p>(a) the Client has complied with the provisions of clause 13.1; and</p> <p>(b) the Supplier is satisfied that the Goods are defective and the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and</p> <p>(c) the Goods are returned in as close a condition to that in which they were delivered as is possible.</p> <p>Notwithstanding clauses 13.1 to 13.3 but subject to the CCA, the Supplier shall not be liable for damage which may be caused or partly caused by or arise as a result of:</p> <p>(a) the Client failing to properly maintain or store any Goods;</p> <p>(b) the Client using the Goods for any purpose other than that for which they were designed;</p> <p>(c) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;</p> <p>(d) the Client failing to follow any instructions or guidelines provided by the Supplier;</p> <p>(e) fire, war and theft, any accident, or act of God.</p> <p>Nothingwithstanding anything contained in this clause if the Supplier is required to replace the Goods the Supplier will only accept a return on the conditions imposed by that law.</p>
2.	Acceptance	<p>The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods.</p> <p>These terms and conditions may only be amended with the consent of both parties in writing, and shall prevail to the extent of any inconsistency with any other document or contract between the Client and the Supplier.</p> <p>Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 14 of the Electronic Transactions (Queensland) Act 2001 or any other applicable provisions of that Act or any Regulations referred to in that Act.</p>	<p>17.7</p> <p>Subject to this clause 13, returns will only be accepted provided that:</p> <p>(a) the Client has complied with the provisions of clause 13.1; and</p> <p>(b) the Supplier is satisfied that the Goods are defective and the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and</p> <p>(c) the Goods are returned in as close a condition to that in which they were delivered as is possible.</p> <p>Notwithstanding clauses 13.1 to 13.3 but subject to the CCA, the Supplier shall not be liable for damage which may be caused or partly caused by or arise as a result of:</p> <p>(a) the Client failing to properly maintain or store any Goods;</p> <p>(b) the Client using the Goods for any purpose other than that for which they were designed;</p> <p>(c) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;</p> <p>(d) the Client failing to follow any instructions or guidelines provided by the Supplier;</p> <p>(e) fire, war and theft, any accident, or act of God.</p> <p>Nothingwithstanding anything contained in this clause if the Supplier is required to replace the Goods the Supplier will only accept a return on the conditions imposed by that law.</p>
2.1	The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods.	<p>(a) if there is more than one Client, is a reference to each Client jointly and severally; and</p> <p>(b) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and</p>	<p>17.8</p> <p>The Supplier will destroy personal information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the Supplier's obligations under this contract or is required to be maintained and/or stored in accordance with the law.</p> <p>The Client can make a privacy complaint by contacting the Supplier via e-mail. The Supplier will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.</p>
2.2	These terms and conditions may only be amended with the consent of both parties in writing, and shall prevail to the extent of any inconsistency with any other document or contract between the Client and the Supplier.	<p>(c) includes the Client's executors, administrators, successors and permitted assigns.</p>	<p>17.9</p> <p>The Client can make a privacy complaint by contacting the Supplier via e-mail. The Supplier will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.</p>
2.3	Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 14 of the Electronic Transactions (Queensland) Act 2001 or any other applicable provisions of that Act or any Regulations referred to in that Act.	<p>(c) includes the Client's executors, administrators, successors and permitted assigns.</p>	<p>18.</p> <p>Building and Construction Industry Payments Act 2004</p> <p>At the Supplier's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Building and Construction Industry Payments Act 2004 may apply.</p> <p>Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.</p>
3.	Errors and Omissions	<p>The Client acknowledges and accepts that the Supplier shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):</p> <p>(a) resulting from an inadvertent mistake made by the Supplier in the formation and administration of this contract; and/or</p> <p>(b) contained in/omitted from any literature (hard copy and/or electronic) supplied by the Supplier in respect of the Services.</p>	<p>18.1</p> <p>At the Supplier's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Building and Construction Industry Payments Act 2004 may apply.</p> <p>Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.</p>
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3.2	In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or willful misconduct of the Supplier, the Client shall not be entitled to treat this contract as repudiated nor render it invalid.	<p>(c) includes the Client's executors, administrators, successors and permitted assigns.</p>	<p>18.3</p> <p>Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.</p>
4.	Change in Control	<p>The Client shall give the Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number(s), or business practice). The Client shall be liable for any loss incurred by the Supplier as a result of the Client's failure to comply with this clause.</p>	<p>18.4</p> <p>Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.</p>
4.1	The Client shall give the Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number(s), or business practice). The Client shall be liable for any loss incurred by the Supplier as a result of the Client's failure to comply with this clause.	<p>(c) includes the Client's executors, administrators, successors and permitted assigns.</p>	<p>18.5</p> <p>Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.</p>
4.2	The Client shall give the Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number(s), or business practice). The Client shall be liable for any loss incurred by the Supplier as a result of the Client's failure to comply with this clause.	<p>(c) includes the Client's executors, administrators, successors and permitted assigns.</p>	<p>18.6</p> <p>Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.</p>
4.3	The Client shall give the Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number(s), or business practice). The Client shall be liable for any loss incurred by the Supplier as a result of the Client's failure to comply with this clause.	<p>(c) includes the Client's executors, administrators, successors and permitted assigns.</p>	<p>18.7</p> <p>Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.</p>
5.	Price and Payment	<p>At the Supplier's sole discretion, the Price shall be either:</p> <p>(a) as indicated on any invoice provided by the Supplier to the Client; or</p> <p>(b) the Supplier's quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.</p> <p>The Supplier reserves the right to change the Price if a variation to the Supplier's quotation is requested. Any variation from the plan of scheduled Services (including, but not limited to, any variation as a result of additional Services required, foreign exchange fluctuations, taxes and duties, provisions of any Acts, By-Law, Order or Regulation of any parliament, municipality or local authority enacted after the date of contract between the Client and Supplier and the cost of labour, materials and other manufacturing costs). The Client shall be required to respond to any variation submitted by the Supplier within ten (10) working days. Failure to do so will entitle the Supplier to add the cost of the variation to the Price. Payment for all variations must be made by the time of their completion.</p> <p>At the Supplier's sole discretion, a deposit may be required.</p> <p>Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by the Supplier, which may be:</p> <p>(a) on delivery of the Goods;</p> <p>(b) before delivery of the Goods;</p> <p>(c) by way of instalments/progress payments in accordance with the Supplier's payment schedule;</p> <p>(d) the date specified on any invoice or other form as being the date of payment; or</p> <p>(e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by the Supplier.</p> <p>Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Client and the Supplier.</p> <p>The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by the Supplier nor to withhold payment of any invoice because part of that invoice is in dispute.</p> <p>Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to the Supplier an amount equal to any GST the Supplier must pay on any supply by the Supplier under this or any other contract for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.</p>	<p>18.8</p> <p>Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.</p>
5.1	At the Supplier's sole discretion, the Price shall be either:	<p>(a) as indicated on any invoice provided by the Supplier to the Client; or</p> <p>(b) the Supplier's quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.</p>	<p>18.9</p> <p>Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.</p>
5.2	The Supplier reserves the right to change the Price if a variation to the Supplier's quotation is requested. Any variation from the plan of scheduled Services (including, but not limited to, any variation as a result of additional Services required, foreign exchange fluctuations, taxes and duties, provisions of any Acts, By-Law, Order or Regulation of any parliament, municipality or local authority enacted after the date of contract between the Client and Supplier and the cost of labour, materials and other manufacturing costs). The Client shall be required to respond to any variation submitted by the Supplier within ten (10) working days. Failure to do so will entitle the Supplier to add the cost of the variation to the Price. Payment for all variations must be made by the time of their completion.	<p>(c) includes the Client's executors, administrators, successors and permitted assigns.</p>	<p>18.10</p> <p>Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.</p>
5.3	At the Supplier's sole discretion, a deposit may be required.	<p>(c) includes the Client's executors, administrators, successors and permitted assigns.</p>	<p>18.11</p> <p>Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.</p>
5.4	Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by the Supplier, which may be:	<p>(c) includes the Client's executors, administrators, successors and permitted assigns.</p>	<p>18.12</p> <p>Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.</p>
5.5	Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Client and the Supplier.	<p>(c) includes the Client's executors, administrators, successors and permitted assigns.</p>	<p>18.13</p> <p>Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.</p>
5.6	The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by the Supplier nor to withhold payment of any invoice because part of that invoice is in dispute.	<p>(c) includes the Client's executors, administrators, successors and permitted assigns.</p>	<p>18.14</p> <p>Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.</p>
5.7	Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to the Supplier an amount equal to any GST the Supplier must pay on any supply by the Supplier under this or any other contract for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.	<p>(c) includes the Client's executors, administrators, successors and permitted assigns.</p>	<p>18.15</p> <p>Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.</p>
6.	Delivery of Goods	<p>The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods.</p> <p>The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by the Supplier nor to withhold payment of any invoice because part of that invoice is in dispute.</p> <p>Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to the Supplier an amount equal to any GST the Supplier must pay on any supply by the Supplier under this or any other contract for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.</p>	<p>18.16</p> <p>Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.</p>
6.1	Delivery ("Delivery") of the Goods is taken to occur at the time that:	<p>(a) the Client or the Client's nominated carrier takes possession of the Goods at the Supplier's address; or</p> <p>(b) the Supplier (or its nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address.</p>	<p>18.17</p> <p>Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.</p>
6.2	At the Supplier's sole discretion, the cost of delivery is either included in the Price or is in addition to the Price.	<p>(c) includes the Client's executors, administrators, successors and permitted assigns.</p>	<p>18.18</p> <p>Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.</p>
6.3	The Supplier may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	<p>(c) includes the Client's executors, administrators, successors and permitted assigns.</p>	<p>18.19</p> <p>Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.</p>
6.4	Any time specified by the Supplier for delivery of the Goods is an estimate only and the Supplier will not be liable for any loss or damage incurred by the Client as a result of delivery being late. However both parties agree that they shall make every endeavour to ensure the Goods are delivered at the time and place as was arranged between both parties. In the event that the Supplier is unable to supply the Goods as agreed solely due to any action or inaction of the Client, then the Supplier shall be entitled to charge a reasonable fee for redelivery and/or storage.	<p>(c) includes the Client's executors, administrators, successors and permitted assigns.</p>	<p>18.20</p> <p>Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.</p>
6.5	The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by the Supplier nor to withhold payment of any invoice because part of that invoice is in dispute.	<p>(c) includes the Client's executors, administrators, successors and permitted assigns.</p>	<p>18.21</p> <p>Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.</p>
6.6	The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by the Supplier nor to withhold payment of any invoice because part of that invoice is in dispute.	<p>(c) includes the Client's executors, administrators, successors and permitted assigns.</p>	<p>18.22</p> <p>Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.</p>
6.7	The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by the Supplier nor to withhold payment of any invoice because part of that invoice is in dispute.	<p>(c) includes the Client's executors, administrators, successors and permitted assigns.</p>	<p>18.23</p> <p>Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.</p>
7.	Export Contracts	<p>In the event that the Goods are exported, delivery of the Goods may be subject to either FOB Contract or CIF Contract.</p> <p>In the event of a FOB Contract the following shall apply:</p> <p>(a) the Goods shall be delivered to the Client by delivery on board the agreed mode of transport on the date that the Supplier shall promptly provide the Client with a clean shipped bill of lading in respect of the Goods;</p> <p>(b) the Client shall reserve the necessary space on board the agreed mode of transport and give the Supplier due notice of the loading berth and any revised delivery dates. The Client shall bear any additional costs caused due to the failure of the agreed mode of transport being available to load the Goods on the delivery date.</p> <p>In the event of a CIF Contract the following shall apply:</p> <p>(a) the Goods shall be delivered to the Client by delivery on board the agreed mode of transport on or before the delivery date. The Supplier shall procure a contract of carriage and insure the Goods from dispatch until delivery on terms current</p>	<p>18.24</p> <p>Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.</p>
7.1	In the event that the Goods are exported, delivery of the Goods may be subject to either FOB Contract or CIF Contract.	<p>(c) includes the Client's executors, administrators, successors and permitted assigns.</p>	<p>18.25</p> <p>Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.</p>
7.2	In the event of a FOB Contract the following shall apply:	<p>(a) the Goods shall be delivered to the Client by delivery on board the agreed mode of transport on the date that the Supplier shall promptly provide the Client with a clean shipped bill of lading in respect of the Goods;</p> <p>(b) the Client shall reserve the necessary space on board the agreed mode of transport and give the Supplier due notice of the loading berth and any revised delivery dates. The Client shall bear any additional costs caused due to the failure of the agreed mode of transport being available to load the Goods on the delivery date.</p> <p>In the event of a CIF Contract the following shall apply:</p> <p>(a) the Goods shall be delivered to the Client by delivery on board the agreed mode of transport on or before the delivery date. The Supplier shall procure a contract of carriage and insure the Goods from dispatch until delivery on terms current</p>	<p>18.26</p> <p>Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.</p>
7.3	The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by the Supplier nor to withhold payment of any invoice because part of that invoice is in dispute.	<p>(c) includes the Client's executors, administrators, successors and permitted assigns.</p>	<p>18.27</p> <p>Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.</p>
8.	Security and Charge	<p>In consideration of the Supplier agreeing to supply the Goods, the Client charges all of its rights, title and interest (whether joint or several) and all other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).</p> <p>The Client indemnifies the Supplier from and against all the Client's claims and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Supplier's rights under this clause.</p> <p>The Client irrevocably appoints the Supplier and each director of the Supplier as the Client's true and lawful attorneys to perform all</p>	<p>18.28</p> <p>Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.</p>
8.1	In consideration of the Supplier agreeing to supply the Goods, the Client charges all of its rights, title and interest (whether joint or several) and all other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).	<p>(c) includes the Client's executors, administrators, successors and permitted assigns.</p>	<p>18.29</p> <p>Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.</p>
8.2	The Client indemnifies the Supplier from and against all the Client's claims and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Supplier's rights under this clause.	<p>(c) includes the Client's executors, administrators, successors and permitted assigns.</p>	<p>18.30</p> <p>Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.</p>
8.3	The Client irrevocably appoints the Supplier and each director of the Supplier as the Client's true and lawful attorneys to perform all	<p>(c) includes the Client's executors, administrators, successors and permitted assigns.</p>	