

TERMS AND CONDITIONS OF QUOTATION AND SALE

1. The quotation remains valid for a period of one month after date hereof.
2. All or any excess material(s) remains the property of First Choice Verandahs.
3. The Customer and First Choice Verandahs acknowledge that this agreement embodies the whole agreement between them. And supersedes any and all oral and written negotiations and communications by or on behalf of any of them.
4. First Choice Verandahs shall not be obliged to perform or undertake any work, matter or thing not specifically mentioned in This quotation and agrees to undertake only that work described on the face hereof. Any extra work as shall be required to complete installation in a satisfactory manner (We being the sole judge thereof) shall be at additional cost to the Customer. We shall be entitled to suspend work on the job and submit the price of such work and if the Acceptor shall fail to sign an authority for Us to carry out the same or have the defect rectified to Our satisfaction this Contract shall be deemed at an end and We shall be entitled to payment for all work done and all materials supplied to date of suspension of the work anything to the contrary hereinbefore contained notwithstanding.
5. Our price assumes no Asbestos present on-site affecting Our Works. Should We find Asbestos or suspect Asbestos present We reserve the right to suspend or cease the Works. It is the Customers responsibility to remove the Asbestos at their expense and in accordance with the correct procedures and legislation. Once the Asbestos has been cleared to Our satisfaction We reserve the right to resume the Works. Should the Contract fail at this point this Contract shall be deemed at an end and We shall be entitled to payment for all work done and all materials supplied to date of suspension of work anything to the contrary hereinbefore contained not withstanding.
6. First Choice Verandahs takes no responsibility for the existing condition of dwelling or building or unit to which We attach.
7. Measurements are trade measurement, not actual and First Choice Verandahs accepts no responsibility for variations in the Goods.
8. Colour matched touch up spray on minor defects is deemed acceptable on powder-coated and colorbond products.
9. Any downpipes included in the quote will only displace stormwater from roof to ground level. First Choice Verandahs will not connect down-pipes to storm water system unless specifically mentioned in this quote.
10. Unless specifically included in the quote, First Choice Verandahs does not accept any responsibility for cutting or breaking through rock or concrete and will not reinstate concrete or paving bricks removed for structural footings.
11. Unless otherwise instructed by the client, First Choice Verandahs will dispose of its rubbish or excess materials from the site.
12. The Client will pay First Choice Verandahs the deposit and any progress payments as and when requested. The final payment of the balance to be paid within 7 days of completion.
13. All prices exclude any extra requirements as requested by council i.e. extra strengthening to attached structure, rainwater disposal or detention tanks.
14. If job is not approved by council deposit shall be returned less any expenses incurred.
15. If a client cancels a Contract, the deposit will not be refunded.
16. Any times quoted for delivery and installation are estimates only and First Choice Verandahs shall not be liable for failure to deliver or install or for delay in delivery or installation arising from any cause whatsoever beyond Our control. The Buyer shall not be relieved of any obligation to accept or pay for goods by reason of any delay in delivery or dispatch.
17. First Choice Verandahs reserves the right to sub-contract the manufacture and/or supply of any part of the Goods or of any Materials or Services to be supplied.
18. No claim by the Buyer will be recognized by First Choice Verandahs unless made in writing and lodged within 30 days after practical completion of the work. No claim for damage or resultant expense direct or indirect in respect of any Goods or Services shall in any case exceed a claim for the replacement of the Goods in respect of which any damage or expense shall arise. All damage or expense over and above such Goods price shall be the responsibility of the Buyer.
19. The Buyer shall provide power on site, if not, generator hire will be added.
20. First Choice Verandahs requires unrestricted access to the site and the Customer will remove or move any objects obstructing such access.
21. Prior to commencement of any works, the Customer will advise First Choice Verandahs of:
 - (a) the location of any underground services to the site including electricity cables, water, gas and sewerage pipes or stormwater systems or any other such service; and
 - (b) any easements on the title to the site and the Customer will make such enquiries as required to ascertain the existence of location of such services and any easements and shall indemnify First Choice Verandahs from and against any liability cost or claim arising from any damage or disruption caused to such services or arising from complying with the terms of any easement.
22. Should it be considered necessary by First Choice Verandahs (hereinafter referred to as "the company") to incur legal and/or other expenses including any such expenses to any agency licensed under the Security & Investigation Agents Act (as amended) in obtaining or attempting to obtain payment of any amount due by the applicant, the applicant is liable for the payment of those expenses.
23. Interest at current bank overdraft rates may be charged on any overdue amount on the account and further, in consideration of any grant of credit, the applicant expressly undertakes to pay all such interest.
24. Property in the goods supplied shall remain vested in the Company and shall not pass to the applicant until all monies owing by the applicant to the Company, together with all collection, repossession and/or legal costs incurred, have been paid in full, plus GST where applicable. Notwithstanding the foregoing, the Goods are at the entire risk of the applicant from time of delivery. In the event that the applicant defaults in the payment of any monies owing hereunder, the Company and its employees or agents shall have the right to enter without notice upon the Applicant's premises or any other premises where the Goods are known to be stored to repossess the Goods and for this purpose the Applicant shall grant reasonable access rights and the Company and its employees or agents shall be entitled to do all things required to secure repossession and to detach the Goods if affixed to the Site.