

TERMS AND CONDITIONS OF QUOTATION AND SALE

1. Unless stated otherwise, quoted price includes stripping off existing roofing and / or guttering as necessary and removal of same.
2. The quotation remains valid for a period of one month after date hereof.
3. All or any excess material(s) remains the property of Character Roofing.
4. The Customer and Character Roofing 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.
5. Character Roofing 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 additional 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 notwithstanding.
6. Character Roofing takes no responsibility for the existing condition of dwelling or building or unit to which We attach.
7. Character Roofing does not undertake to bring any dwelling or building or unit upto current Australian Standards. We attach to the existing substructure in its existing size, shape, form and span. It is the responsibility of the customer to ensure Australian Standards are able to be met if and when applicable.
8. Any times quoted for delivery and installation are estimates only and Character Roofing 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.
9. Character Roofing reserves the right to sub-contract the manufacture and/or supply of any part of the goods quoted or of any materials or services to be supplied.
10. No claim by the Buyer will be recognised by Character Roofing unless made in writing and lodged within ninety 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.
11. The Buyer shall provide power on site, if not, generator hire will be added.
12. Should it be considered necessary by Character Roofing ACN 055 625 039 (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.
13. 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.
14. 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 the 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.