



LUX Iron Doors Terms and Conditions

ALL ORDERS PLACED ACKNOWLEDGE THE ACCEPTANCE OF THE TERMS AND CONDITIONS BELOW

Interpretation

In these conditions:

- a) "Company" means Pro-Technology Pty Ltd range of products including ProTech CNC and LUX Iron Doors. Its directors, employees, representatives, servants, contractors or agents, which is the Seller of the goods.
- b) "Purchaser" means the Purchaser of the goods or services.
- c) "Goods" means all products and, if any services, supplied by the Company to the Purchaser.

- Prices are quoted in Australian Dollars & are firm for 14 days - unless deposit paid in advance.
- Any and all goods are offered for sale on a goods supply only basis unless specified otherwise in writing and are not sold under a franchise agreement or implied franchise agreement.
- If any, or all, or part of this contract or products mentioned herein is deemed subject to any other taxes or duties at any time then the Purchaser accepts fully liability for any and all such Taxes and Duties.
- This Quotation is not an obligation to sell but is an invitation to submit an order and no contractual relationship arises therefore until the Company has accepted an order. The Company reserves the right to accept any order in whole or in part or to refuse any order.
- Any warranties/licences offered or implied for any goods purchased are limited to the manufacturers standard warranties/licences only and are subject to the terms and conditions of such warranties unless specified otherwise in writing. Any implied warranty of merchantability fitness for particular purpose or other warranty of quality, whether express or implied by law is hereby excluded to the extent permitted by law.
- 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. Service/s or sales contract, except where liability is made non-excludable by legislation. 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.
- 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.

- A 30% fee applies to the full purchase price to all cancelled orders
- All prices and specifications tendered in this document are supplied from various manufacturers & distributors 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 from the publication. Slight imperfections on finish may occur, touch up paint is provided to rectify. Due to exchange rate fluctuations and other variables, prices and specifications are subject to change without prior notice.
- 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 on delivery all relevant facilities for easy manoeuvrability, unloading from transportation and installation of the product.
- The customer will be responsible for all painting, plastering and installation requirements.
- Manufacturing dependent on build specification may take 7-10 weeks. Excluding Delivery and public holidays
- The purchaser enters into a binding agreement upon payment of full or part deposit of 50% and has acknowledged the terms and conditions of this document. Balance payable prior to shipment.
- The company reserves the right to pursue the balance of any deposit not totalling 50% of the invoice price.
- An 18% interest charge will apply on any outstanding amounts.

Force Majeure

- The Company will not liable for any loss incurred as a result of delay or failure to meet an accepted order or to observe any of these terms and conditions due to an event of force majeure, being any cause or circumstance beyond the Company's control, including but not limited to any failure or delay in performance caused by any strikes, lock-outs, labour disputes, fires, acts of God or public enemy or terrorism or acts of terrorist/s, malicious or accidental damage, delays in transport, breakdowns in machinery or restrictions or prohibitions by any Government or any semi-Government authorities or embargos.
- During the continuance of an event of force majeure affecting the Company, its obligations hereunder will be suspended and will resume as soon as possible after the cause or circumstance has ceased to have effect.

Governing Law

These General Conditions are governed by, construed and enforced in accordance with the laws of Victoria, Australia. Disputes arising from these Terms & Conditions are subject to the exclusive jurisdiction of the courts of Victoria, Australia. This document is subject to copyright, therefore cannot be copied, or transmitted in part or whole, without written permission. I have read, understand and agree to the terms and conditions of this sale.

LUX Iron Doors is a division of The Pro Technology Pty Ltd Group of companies.