

#### OUTLAST TIMBER TERMS AND CONDITIONS OF SALE

##### GENERAL GOVERNING PROVISIONS

Order means a standard delivery by a Customer for the purchase of products and/or services from Outlast Timber together with the Quotations submitted to the same Customer (As appears on the front of, or attached to, this document) in the form published by from time to time. The signing of this Order by the Customer constitutes acceptance of all terms and conditions of the agreement between Outlast Timber and the Customer as appears herein. This document comprises the entire agreement between the parties save for those terms and conditions appearing in the Service Agreement (if any), and supersedes any prior agreement, representation or understanding in that regard. Any promise, condition, warranty or representation previously made by Outlast Timber or on its behalf is expressly negative and withdrawn. **Placement of an order either verbal or written based on a quotation implies acceptance of the suppliers offer and of these conditions**

##### 1) TERMS OF PAYMENT

- a) Payment is strictly Pre-paid, unless C.O.D. has been specifically arranged; or an account has been approved prior to delivery.
- b) Before an account is opened, the first sale to a prospective account customer is expected to be pre-paid.
- c) **DEPOSIT:** A deposit of 25% of the order value is to be paid before order is packed (For stock items) and will not be started until receipt of either the 25% Deposit, or full payment of this invoice. If the order is cancelled prior to delivery and after being packed or cut, a restocking fee will be charged taking part or all of the deposit paid.
- d) Any goods machined or cut to size and/or length will require 100% payment before commencement of the order.
- e) Special orders require a full payment or partial payment which is non-refundable and may range from 50% or 100% depending on the order. Deposit amount required will be advised upon placement of the order with Outlast Timber Supplies. Orders will not be started until receipt of full payment of this invoice.
- f) If full payment is not made prior to unloading (or alternatives arranged with Outlast Timber), timber will not be left on site.
- g) Receipt of deposits or any delivery instructions, given to Outlast Timber, are viewed as acceptance to the terms and conditions.
- h) Account customers are expected to pay within approved trading terms, and Outlast Timber reserves the right to add late payment charge of 1.5% per month to overdue accounts of 7 days or more or charge customers for costs associated with recovery of outstanding amounts.
- i) Outlast Timber reserves the right to vary or withdraw a credit account at any time at its discretion and without any liability to the customer or other parties.
- j) In the event that the Customer fails to make any payment under this Agreement when due or in the reasonable opinion of Outlast Timber appears unlikely to be able to pay its debts as they fall due or is threatened by or enters into bankruptcy liquidation or a scheme of arrangement with its creditors or has a receiver or manager appointed of all parts of its assets or become insolvent, then and in such any case Outlast Timber P/L shall have right, without prejudice to any other rights or remedies available to it at law or in equity or pursuant to this Agreement to:
  - i. Enter, without prior notice, any premises where the product owned by it may be and to repossess and dispose of any product owned by it and/or
  - ii. Withhold delivery of any undelivered product or stop any product in transit, and unless it expressly elects otherwise, any Contract between Outlast Timber and the customer for the Sale or supply of products or services shall remain in full force and effect notwithstanding the exercise by Outlast Timber of its rights under this clause.

##### 2) CANCELLATIONS, REFUNDS AN ABANDONMENT OF GOODS

- a) A restocking fee of 10% will apply for all items returned for credit, and will only be accepted for return within 7 days of purchase receipt and must be accompanied by Outlast Timber official sales tax invoice.
- b) Special orders **and or cut timber to length or size** will not be accepted for return for credit unless prior arrangement with Outlast Timber. If prior agreement arranged, this stock, will attract a higher restocking fee at the discretion of Outlast Timber Supplies.
- c) Cancellations of orders are not accepted once delivery has been made or special order has been made with our supplier.
- d) Return of goods for credit will only be accepted if such goods are in the original condition as supplied. A restocking fee will be applied, depending on type and condition of goods.
- e) Orders paid by either partial deposit or paid in full, must be collected with 14 days of tax invoice receipt (Except special orders from external suppliers, but these must be collected within 14 days of being notified to collect timber) unless prior arrangement with Outlast Timber has been made.
- f) Any item not collected within 14 days will be returned to stock and any payment (Either full or partial) received will be automatically forfeited as part of restocking/administration fee unless there is a prior written agreement with Outlast Timber.
- g) The Customer acknowledges that timber products of a particular grade description may vary in grain colour, hardness, density, size, feature and other characteristics.
- h) No exchange, credit or refund for change of mind or incorrect product choice by customer.

##### 3) DELIVERY

- a) Risk of goods shall pass to the customer upon delivery, or on the customer's behalf or, where a third party is designated to perform the delivery of the goods to the customer, upon delivery to that third party.
- b) Delivery times made known to the customer are estimates only and Outlast Timber P/L will not accept liability for late delivery, including loss or damage occasioned to the customer or others arising from late or non delivery.
- c) For delivery by Outlast Timber P/L crane truck, deliveries are for curbside delivery to site (Eg: Nature Strip). Placement of timber other than on curbside is at the discretion of the truck driver, and requests of this nature will be considered only after 'Waiver of Liability Form' is signed against accidental damage to public and/or private property.
- d) Outlast Timber P/L will not accept responsibility for damage to property or persons, where the driver has been instructed to place deliveries other than on curbside. The Outlast Timber driver is assigned times allowed for unloading, and excess waiting time will be charged to the purchaser at a rate of \$105 per hour (Or Part thereof).
- e) For deliveries by third party contractors, at least one person must be onsite to accept delivery and assist with hand unloading. If assistance is not available, additional 'hand unload' fee will apply. Charges for deliveries by third parties are charged by time, and prices may vary for transport depending on road conditions. Outlast Timber P/L makes every effort to advise accurate delivery costs, however, we reserve the right to charge for additional costs incurred for these deliveries.
- f) Outlast Timber shall retain title to products until it has received in full for all products and services supplied by it to the Customer, and payment is deemed to have been received when the amount of that payment has been irrevocably credited to the bank account of Outlast Timber P/L.
- g) The Customer shall not sell, dispose, adversely deal with, mortgage charge or in any way whatsoever encumber the products of unless the Customer may otherwise expressly prove.

##### 4) DAMAGED OR DEFECTIVE GOODS

- a) Please inspect your timber delivery. If notified within 7 days, Outlast Timber P/L will replace or discount defective or damaged goods, providing it can be proven that the damage or defect was sustained prior to receiving the goods (Replacement costs are for materials only and do not include labour).
- b) No further refunds or replacement will be entertained after 7 days.

##### 5) TIMBER SPECIFICATIONS

- c) Timber is supplied as unseasoned rough sawn landscape grade unless otherwise noted (Eg: Seasoned, kiln dried, dressed, ripped, machined, structurally rated, etc.) (Not limited to these options).
- d) Timber Hardwood Decking is supplied as per AS 2796 and is supplied as Standard & Better (Medium Feature) unless otherwise noted.
- e) Timber Softwood Decking is supplied as per AS 4785 and is supplied as Standard & Better (Medium Feature) unless otherwise noted.
- f) Timber is supplied structurally ungraded unless otherwise noted. Where timber is stamped or sold as structural Grade it is sold as per and the Australian Standards Structural grading & will be noted on the timber & relevant quotation/invoice.
  - AS 2858 (Softwood Visually Graded For Structural Purposes)
  - AS 2858 (Softwood Visually Graded For Structural Purposes) or AS 2082 (Hardwood Visually Graded For Structural Purposes)
- g) Timbers machined will be dressed, ripped or cut to a minimal nominal size unless otherwise noted to a construction grade finish. This may contain minor imperfections in the machining process and final finishing of the product may be required by customer.
- h) Timber may include checking, shake, wane/want, gum-vein, insect holes, sapwood/pith, bow/cup/spring/twist and or bend or other natural features and unless otherwise specified and can contain imperfections and knots which may be present prior to or occur after dispatch.
- i) Timbers quoted/invoiced by Outlast are all nominal sizes and may vary from the sizes stated.
- j) As timber is a natural product it may vary in moisture content, which may vary depending on seasonal and local conditions (Sun, rain, temperature, sub floor ventilation, site/sub-floor drainage), and may vary in grain, colour, botanical species, texture and dimensions and cannot be guaranteed to be free of any of these issues and exact size cannot also be guaranteed.
- k) Outlast timber will not be liable for any costs associated with any issues arising from anything described herein.

##### 6) SELECTION OF TIMBER

The customer will rely on their own knowledge and expertise of timber in selecting any products for any purpose and any advice or assistance given by Outlast Timber shall be accepted at the customer's risk and shall not be deemed given as expert or advisor nor to have been relied upon by the customer or anyone claiming through the customer.

##### 7) PRODUCT SPECIFICATIONS AND USE

Full and detailed information regarding products, specifications, fixing instructions and care and handling are available on our Web Site ([www.outlast.com.au](http://www.outlast.com.au)), or from Outlast Timber P/L office.

- a) It is the responsibility of the purchaser and/or contractor to ensure they have read these details, and to ensure that products are suitable for the application, and fixed as per our specification, including minimal decking width spacing's (As listed in Outlast Timber Decking recommendation information).
- b) It is the responsibility of the purchaser and/or contractor to ensure that they comply with all relevant Acts, Regulations, Code/ Standards and manufacturers recommendations.