

## **AT Metalworks Pty Ltd - Terms and Conditions**

### **ACCEPTANCE**

The Client is taken to have accepted, and is immediately bound by these terms and conditions, upon acceptance of the quote via online acceptance or acceptance in writing.

### **QUOTE EXCLUSIONS**

**Electrical** - Electrical work required to be performed by licenced electrician is not included. This may include, but is not limited to, power points required for gate motors, intercom connection, electric strike connection, & earthing around pools.

**Earthing** - Earthing of pool fencing or other conductive items within 1.25m of pool is not included in our quotation. This is required to be done by a licensed electrician.

**Council requirements** - It is the responsibility of the Client to determine & obtain any council requirements and/or approvals.

**Temporary Fencing** - Temporary fencing required for safety around site or swimming pools is not included in this quote. This can be arranged on request at an additional cost.

**Quoted Price** - Jobs that proceed after a period in excess of 12 months from quote being accepted are subject to price review due to material price changes and CPI increase, irrespective of whether a Purchase Order was supplied by the Client to AT Metalworks.

### **POOL FENCING**

Do not fill your swimming pool with water until Pool Fencing is completely installed. Pool safety is the sole responsibility of the Client at all times.

### **VARIATIONS TO SITE AND UNDERGROUND LOCATIONS:**

If changes to the site are made after fabrication of the order, the Customer agrees to pay for the remedial work on practical completion.

AT Metalworks will take every care during installation to avoid damage to any underground services, however unless the owner clearly identifies all underground services and obstruction prior to installation, AT Metalworks will accept no responsibility for damage and all cost of repairs will be borne by the owner (including liability claims). Any unexpected obstructions found under the surface of the ground that cannot readily be overcome shall become the owner's responsibility to remedy, or if AT Metalworks are asked to do the remedial work the owner agrees to pay for the additional work on practical completion.

### **TITLE**

All materials remain the property of AT Metalworks Pty Ltd until final payment. All deposits on contracts are non refundable. If non-payment within the trade terms, AT Metalworks shall have the right (and is hereby authorised by the Client) to enter into the premises and to retake possession of and remove goods supplied.

### **INTELLECTUAL PROPERTY**

Where AT Metalworks have designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of AT Metalworks. All Product Engineer Drawings or Certifications provided to the Client are for the sole purpose of the work engaged with AT Metalworks and are not to be provided to any other party without the consent of AT Metalworks.

The Client warrants that all designs, specifications or instructions given to AT Metalworks will not cause AT Metalworks to infringe any patent, registered design or trademark in the execution of the Client's order and agrees to indemnify AT Metalworks against any action taken by a third party against them in respect of any such infringement.

### **WARRANTY**

**Workmanship** – 24 months in respect of any defects in the fabrication, manufacture and supply of the goods

**Hardware** – manufacturers warranty

**Powder coating** – Powder coater supplier warranty (see Caring for your Powder Coating brochure)

### **Warranty Exclusions**

AT Metalworks will not accept any warranty claims for:

- (a) in the case of a Supply Only Job, any defects brought about by the installation or handling of the Goods by a third party;
- (b) in the case of a Supply & Install Job, any defects arising from the design of the Goods which are supplied to AT Metalworks by the Customer – including but not limited to structural weaknesses in the Goods or the susceptibility of Goods to corrosion;
- (c) any defects in the Goods (including corrosion or discolouration) where the Customer has not followed necessary steps to care for powder coating.

### **Limitation Of Liability**

AT Metalworks liability for: (a) personal injury however occasioned and arising out of the use of the Goods; and (b) consequential loss however occasioned and arising out of the use of the Goods, are expressly excluded.

### **CONSTRUCTION CONTRACTS ACT 2004**

At AT Metalworks Pty Ltd sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Construction Contracts Act 2004 may apply.