



# Trading Terms & Conditions

## PCM Carpentry

### 1. Application

- i. These terms and conditions ('**terms**') shall govern the supply of goods and/or services by PCM Carpentry ('**PCM**') to the party named on the Quote and/or Invoice ('**customer**').
- ii. These terms supersede all prior understandings, arrangements and agreements relating to the above supply.
- iii. In the event that there is any inconsistency between these terms and any other communication from PCM, these terms shall prevail unless specified otherwise in writing by PCM.

### 2. Orders

- iv. Any verbal or written order placed by the customer for good or services is considered final at the time of confirmation. If the confirmation varies from that recorded by PCM, then PCM's records shall prevail.
- v. No order may be cancelled except with verbal or written consent from PCM. The customer agrees to indemnify PCM against any cost, loss or damage incurred as a result of such cancellation, including any material costs and labour incurred.

### 3. Price and Goods and Services Tax ('GST')

- vi. All prices quoted by PCM are exclusive of goods and services tax (as defined by the *A New Tax System (Goods and services tax) Act 1999*. The customer agrees to pay the total amount of invoice including the addition of GST.
- vii. Quotes issued by PCM to the customer are valid for fourteen days (14) only from the date of quote.

### 4. Payment Terms/Title & Risk

- viii. The customer agrees to pay any Tax Invoice issued by PCM within seven days (7) from the date of the tax invoice (as recorded on the document).
- ix. If any amount is owing by the customer to PCM within this period, then:
  - i. The customer agrees to pay PCM any costs (including legal costs on a solicitor/own client basis), charges, expenses or outgoings incurred in relation to the recovery of the outstanding amount.
  - ii. PCM may suspend or recover supply of goods or services without notice if payment in full is not received by the due date.
  - iii. All right, title and ownership of goods and services supplied by PCM to the customer shall remain with PCM until full payment is received by PCM.



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### 5. Liability & Indemnity

- iv. PCM will not assume any liability with respect to any loss or damage resulting from the supply of goods or services, including consequential loss or damage, and the customer will not pursue any claim against PCM for any loss or damage, unless the loss or damage results from negligence, misleading or deceptive conduct or breach of these terms by PCM.
- v. Notwithstanding this Clause, PCM's liability for any Claim relating to any goods or services will be limited to the price of such goods or services.
- vi. Conditions, warranties and other provisions which apply to the supply of any goods and services by virtue of the Competition and Consumer Act 2010 (Cth) (as amended from time to time) or any other comparable legislation of the Commonwealth of Australia or any State Territory, which cannot be excluded from these terms are declared to apply to these terms without restriction, limitation or modification.

### 6. Further Assurances

- vii. PCM and the customer agree to these terms prior to any works commencing as outlined on all Quotes/Tax Invoices issued by PCM to the customer.
- viii. All Quotes/Tax Invoices are conditional upon acceptance of PCM's 'Terms and Conditions' available on our website at: [www.pcmcarpentry.com](http://www.pcmcarpentry.com) or by verbal or written request by the customer to PCM. It is the responsibility of the customer to request PCM's 'Terms and Conditions' from PCM.
- ix. Further to these assurances as outlined in Clauses vii and viii, the customer may request both parties (PCM & customer) sign and date these terms. However, these terms are a binding contract of conduct between both parties.

### 7. Claims

- x. It is the responsibility of the customer to carefully inspect the goods and services immediately when they are delivered and/or installed.
- xi. Any claim for faulty goods and services will only be accepted by PCM if made verbally or in writing with forty eight (48) hours of the jobs completion. Any claim made outside this period may be partially or wholly accepted at the absolute discretion of PCM, and its decision will be final and binding on the customer.
- xii. Any goods returned by the customer to PCM must be in their original condition and complete in every detail. Returned goods will only be accepted if the freight is prepaid by the customer.