

TERMS AND CONDITIONS OF TRADE

1. Definitions

In these Terms:

“**Company**” means Ambati Consulting Pty Ltd t/a Fiddes Fencing.

“**Customer**” means the person or company purchasing the goods or services from the Company.

“**Goods**” mean the goods being purchased by the Customer from the Company.

“**Terms**” means these Terms and Conditions of Trade.

2. Quotation

The Customer will be provided with a quotation setting out the price, quantity and type of Goods to be supplied and/or installed. The quotation is valid for a period of 30 days from the date of quotation. If any instruction is received by the Company from the Customer to proceed with the quotation, it shall constitute acceptance of the Terms and Conditions contained herein.

3. Terms and Conditions

The Customer must:

- i. Provide a site that is clear and accessible at all times;
- ii. Ensure that 300mm either side of the fence line is clear of vegetation, other structures and obstacles; and
- iii. Ensure that dogs and other animals on the premise are contained.

The Company will endeavor to complete all works within a reasonable timeframe from the date of acceptance of the quotation.

The Company will take reasonable care to avoid damage to reticulation, paving, other structures and vegetation on the site. **The Company is not responsible for relaying or repairing damaged paving, reticulation or other structures.**

The Company will collect all fencing waste materials during or at the end of the installation process of the agreed works.

4. Payment

Upon acceptance of the quotation, payment arrangement must be agreed between all parties involved.

If the invoice is to be split, confirmation must be received directly from all parties prior to the commencement of work.

It is the responsibility of the individual listed on the invoice to ensure that the invoice is paid in full.

Full payment is to be made within seven days of the invoice date, unless otherwise agreed.

Ownership of the Goods remains with the Company until payment has been received in full.



Payment is to be made by Cheque or Bank Transfer.

Overdue accounts will incur a 20% collections fee.

5. Complaints

If the Customer is dissatisfied with the works completed, they are to contact the Company within a week. The Company will endeavor to rectify the issue.

6. Warranty

BlueScope Steel warrants that the Material used for the End Product for use will have a life prior to corrosion to perforation in the natural elements of 10 years from the date of installation.

BlueScope Steel warrants that the exterior paint system of the Material will not flake or peel for a period of 10 years from the date of installation.

The warranty does not cover corrosion to perforation, paint flaking or peeling, wholly or partly due to an event or cause beyond the reasonable control of BlueScope Steel, including without limitation each of the following:

- i. Defects attributed to faulty design, method of manufacture or installation of the End Product;
- ii. Mechanical, chemical or other damage sustained during transport, handling, storage, erection or subsequent to erection;
- iii. Attack from chemical agents (including sunscreen), fumes, liquids or solids other than direct rain falling onto the End Product
- iv. Contact with soils, ash, fertilizer, moisture retaining substances, lead or copper and other dissimilar metals, chemical agents, liquid from copper flashings or copper pipes, green or wet timber or treated timber. Refer to Corrosion Technical Bulletin CTB-12 "Dissimilar Metals" and CTB-13 "Contact with Timber", which are available from www.bluescopesteel.com.au for further information;
- v. The rails are not manufactured and installed to allow for water drainage;
- vi. The infill panel are in contact with or buried in concrete;
- vii. The infill panel are of a perforated type;
- viii. The fence is splashed or washed with pool or bore water;
- ix. Failure to remove debris and/or allow free drainage of water (including condensation) from all surfaces of the end product;
- x. Failure to replace corroded fasteners;
- xi. Installations subject to severe industrial or unusually corrosive environments at any time in the future;
- xii. Accidental or intentional damage by a person or animal; and
- xiii. Earthquakes, hurricanes, tornadoes, cyclones, typhoons, gales, lightning, hail, fires, flood and other similarly extreme "acts of God".

The warranty does not cover nor extend to, in respect of the exterior paint system, normal weathering which includes a natural reduction in paint gloss and a natural colour change of the paint finish.

The warranty does not cover against aesthetic surface corrosion including paint blistering, white corrosion product or red rust.

The warranty does not cover against paint flake and peel arising from paint blistering, white corrosion product or red rust.

The application of post paint treatments or systems to the End Product will invalidate the Warranty.

For the warranty to be and remain effective, the following must occur:

- i. The material must be installed greater than 1km from marine or industrial influences;
- ii. The material must be prime material and have an official COLORBOND® steel brand;
- iii. The material must be installed, used and maintained in strict accordance with, in order of preference, BlueScope Steel guidelines including all relevant Technical Bulletins and Corrosion Technical Bulletins, which are available from www.bluescopesteel.com.au and all applicable industry standards current at the date of installation. Where no standard applies, the material must be installed in strict accordance with the manufacturer's published installation guidelines current at the time of installation;
- iv. All fasteners or components fixed to or used with the Material must be manufactured from materials approved by BlueScope Steel. Refer to Corrosion Technical Bulletin CTB-12 "Dissimilar Metals", and Technical Bulletin TB-16 "Fasteners for Roofing and Walling Product – Selection Guide" which are available from www.bluescopesteel.com.au for further information;
- v. The Material, as supplied, must not at any time come into contact with an incompatible material; and
- vi. The Material must be maintained in accordance with BlueScope Steel's maintenance guidelines as published in Technical Bulletin TB-4 "Maintenance of COLORBOND® steel and ZINCALUME® steel" which is available from www.bluescopesteel.com.au. This includes a minimum 6 monthly washing with fresh water of those areas not normally exposed to rain.

This warranty excludes all other warranties, conditions, offers, promises or assurances, whether express or implied, except to the extent that such warranties, conditions, offer promises or assurances, cannot by virtue of law be so excluded.