



Layne Windows

terms and conditions of sale

TERMS AND CONDITIONS OF SALE

These are the entire Terms and Conditions of Sale of all goods, materials, and services (**Goods**) supplied by **Layne Windows Pty. Ltd.** (ABN 14 642 028 519) (**Layne**) to any person, partnership, or company placing an order for the purchase of any such Goods (**Customer**).

Except as otherwise expressly agreed in writing between a duly authorised officer of Layne and the Customer, these Terms and Conditions apply to all quotations, orders, and supplies of Goods by Layne to the Customer and prevail over any terms or conditions contained in any purchase order or other document issued by the Customer.

Any supply of Goods by Layne to the Customer after the date of acceptance of these Terms and Conditions shall be deemed to be made pursuant to the supply agreement constituted by these Terms and Conditions together with the relevant order accepted by Layne.

Each subsequent order accepted by Layne shall not create a separate or independent contract, but shall be treated as part of the same continuing agreement governed by these Terms and Conditions.

1. DEFINITIONS AND INTERPRETATION

- 1.1 “Business Day” means any day other than a Saturday, Sunday, or a day declared as a public or bank holiday in the state or territory where the relevant activity, delivery, or payment is required to take place.
- 1.2 “Customer” means any individual, partnership, or company that places an order with Layne for the purchase of any products or services and to whom a quotation or proposal is issued, and/or any party that accepts such quotation or proposal.
- 1.3 “Contract” means the agreement between Layne and the Customer for the sale of goods and/or the supply of services as described in the accepted order and governed by these Terms and Conditions of Sale.
- 1.4 “Courts” means, in relation to any jurisdiction, the courts and tribunals having authority within that jurisdiction, including any competent Federal court that may exercise jurisdiction over matters arising under these Terms and Conditions.
- 1.5 “Domestic Building Acts” means, collectively, the legislation in force in each Australian state and territory governing residential or domestic building work, including but not limited to:
 - 1.5.1 Home Building Act 1989 (NSW);
 - 1.5.2 Domestic Building Contracts Act 2000 (Qld);
 - 1.5.3 Domestic Building Contracts Act 1995 (Vic);
 - 1.5.4 Home Building Contracts Act 1991 (WA);
 - 1.5.5 Building Work Contractors Act 1995 (SA);
 - 1.5.6 Building Act 2016 (Tas);
 - 1.5.7 Building Act 2004 (ACT);
 - 1.5.8 Building Act 1993 (NT);As amended or replaced from time to time, and including any other legislation or regulations that imply statutory warranties or consumer guarantees into contracts between Layne and its customers.
- 1.6 “IGU” (Insulated Glass Unit) means a sealed glass assembly consisting of two or more panes of toughened safety glass, separated by a spacer and hermetically sealed, supplied by Layne as part of its window and door systems.

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- 1.7 “Goods” means the window and door products, including associated glass units, frames, and fittings, supplied or to be supplied by Layne as described in the quotation or order.
- 1.8 “Inter-related Account” means any account where:
- (a) the Customer or its guarantor(s) are the same as those of another account held with Layne; or
 - (b) the Customer or its guarantor(s) are a “related entity” of another Customer or its guarantor(s), as defined under the Corporations Act 2001 (Cth).
- 1.9 “Order” means the Customer’s written or electronic acceptance of a quotation issued by Layne, whether in whole or in part, and includes any subsequent variations agreed to in writing.
- 1.10 “Person” means an individual, partnership, or incorporated entity, and includes any company or business that places an order with Layne.
- 1.11 “Quotation” means the document or written communication issued by Layne setting out the estimated cost for the supply of specified window and door products, including any associated glazing or installation services where applicable.
- 1.12 “Services” means any installation, delivery, or related work to be provided by Layne together with the Goods, as specified in the quotation or agreed in writing between Layne and the Customer.
- 1.13 Headings are inserted for convenience of reference only and do not affect the interpretation of these Terms and Conditions.
- 1.14 Reference to the singular includes the plural and vice versa.
- 1.15 Reference to any gender includes all genders.

2. PLACING ORDER

- 2.1 Any person who accepts a quotation on behalf of the Customer warrants that they are duly authorised to do so. An order is deemed accepted once the quotation is signed, confirmed in writing, or a deposit is paid. By placing an order, the Customer is deemed to have read and agreed to these Terms and Conditions.
- 2.2 A quotation issued by Layne does not constitute an offer and may be withdrawn or amended at any time prior to written acceptance by Layne.
- 2.3 Layne reserves the right to accept an order in whole or in part by written notice or by delivering the Goods.
- 2.4 Layne may, at its discretion, offer or withdraw credit facilities at any time by written notice. Credit limits, if any, are provided solely for administrative purposes and do not form part of these Terms and Conditions or any guarantee or indemnity.
- 2.4.1 If Layne reduces, varies, or terminates any credit facility, it may require all future deliveries to be paid in full before dispatch.
- 2.5 The Customer must review all details in the quotation and/or order form, including quantities, sizes, glass type, colour, and accessories. To the extent permitted by law, Layne will not be liable for any errors or omissions once the Customer has accepted the order.

3. TERMS OF PAYMENT

- 3.1 Unless otherwise agreed in writing, all invoices are payable within fourteen (14) days from the date of issue. Any variation to these terms must be confirmed in writing by Layne. Where credit terms are not approved, payment in full is required prior to delivery.
- 3.2 Invoices and statements will be issued electronically to the email address provided by the Customer. If the Customer requests paper copies, Layne reserves the right to charge an administration fee for printing and postage.
- 3.3 The Customer must not defer, offset, or withhold any payment without Layne's written consent. Accounts with outstanding balances may result in suspension of further deliveries, installation services, or eligibility for any discounts or rebates until the account is brought up to date.
- 3.4 If any amount owed by the Customer to Layne becomes overdue, Layne may, at its discretion, require immediate payment of all outstanding balances, regardless of any previous payment arrangements.
- 3.5 Layne may charge interest on overdue amounts at a rate of two percent (2%) per month, calculated daily and compounded until full payment is received.
- 3.6 Layne may charge a reasonable administration fee for payments made by credit card, with the amount advised at the time of payment. If Layne is required to depart from the original quotation to fulfil the order, Layne may charge the Customer for any additional costs incurred. A statement signed by an authorised representative of Layne will serve as prima facie evidence of the amount owing.
- 3.7 The Customer is liable to pay, and Layne may recover from the Customer, all costs and expenses incurred in enforcing these Terms and Conditions or recovering any overdue amounts, including debt collection fees and legal costs on a solicitor–client basis. Such amounts may be recovered by Layne as a liquidated debt. Any payment received from the Customer may be applied first to recovery costs, then to interest, and finally to the outstanding balance.
- 3.8 If any inter-related account held by the Customer is overdue or in breach of these Terms and Conditions, Layne may, at its discretion, suspend supply or cancel any related orders. In such cases, all outstanding amounts across the affected accounts will become immediately due and payable.

4. ABILITY TO SUPPLY

- 4.1 Layne's obligation to supply Goods or provide Services is subject to the availability of labour, materials, and other necessary resources required for manufacturing and delivery.
- 4.2 Layne will use reasonable efforts to deliver Goods and Services within the stated timeframe but will not be liable for any delay in delivery or installation. The Customer must not reject the Goods or withhold payment due to any such delay.
- 4.3 Layne will not be liable for any failure or delay in the supply or delivery of Goods or Services caused by circumstances beyond its reasonable control, including but not limited to strikes, transport delays, supplier shortages, natural disasters, accidents, or government actions.
- 4.4 If Layne is unable to perform its obligations under the contract for reasons beyond its control, Layne may terminate the contract by written notice to the Customer. Upon termination, any deposit paid by the Customer will be refunded, and neither party will have any further claim against the other except for the recovery of the deposit.

5. PRICES

- 5.1 Unless otherwise stated in writing, all quotations issued by Layne remain valid for thirty (30) days from the date of issue. Layne reserves the right to adjust prices after this period where reasonable and permitted by law.
- 5.2 Quotations involving site glazing or on-site installation remain valid for ninety (90) days from the completion of manufacturing. After this period, Layne may revise the quoted price to reflect any changes in labour, material, or logistics costs.
- 5.3 The quoted price is based on the specifications and information provided by the Customer at the time of quotation. The Customer agrees to pay any adjusted amount if:
 - 5.3.1 there is a change to the specifications, quantities, or materials after the order is placed; or
 - 5.3.2 additional costs arise from site conditions, access restrictions, safety requirements, or other project-related allowances not advised in writing prior to quotation; or
 - 5.3.3 there is a variation due to changes in currency exchange rates, taxes, import duties, or government charges.
- 5.4 All prices are exclusive of Goods and Services Tax (GST) unless expressly stated otherwise. The Customer must pay GST in addition to the quoted price at the prevailing rate, at the same time and in the same manner as payment for the Goods or Services.
- 5.5 The Customer must pay to Layne all applicable charges, duties, and taxes, including Goods and Services Tax (GST) and any other government-imposed amounts in connection with the sale or supply of Goods or Services by Layne.
- 5.6 The Customer must not make any claim, deduction, or set-off against Layne while any amount remains outstanding. The Customer may only set off amounts with Layne's prior written consent. Layne may, at its discretion, set off any amount payable by Layne to the Customer against any sums owed by the Customer to Layne.

6. DELIVERY

- 6.1 The Customer authorises Layne to deliver the Goods to the address nominated by the Customer and to leave the Goods at that location, whether or not a representative is present to receive delivery. Layne will not be liable for any loss or damage to the Goods after delivery to the nominated address.
- 6.2 Layne may charge reasonable packing, handling, and delivery fees based on its current delivery rates at the time of dispatch.
- 6.3 Delivery is deemed to occur when the Goods are handed to the Customer or its representative, or delivered to the site, premises, or carrier nominated by the Customer. Thereafter, all risk in the Goods passes to the Customer.
- 6.4 Once the delivery docket is signed, the Goods are deemed to have been received in good order and condition unless otherwise noted on the docket. If no one is present to sign, delivery will still be deemed to have occurred in good order and condition.
- 6.5 To the extent permitted by law, any claim for shortage, damage, or defect must be reported to Layne within twenty-four (24) hours of delivery and confirmed in writing within seven (7) days. Goods made to custom sizes or specifications cannot be returned. Layne may charge a restocking fee of up to fifteen percent (15%) of the invoiced amount for any goods accepted for return, which may be deducted from any refund.

- 6.6 The Customer must accept delivery or make alternative arrangements within seven (7) days after being notified that the Goods are ready. If the Customer fails to do so, Layne may charge a storage fee of AUD \$50 plus two percent (2%) of the order value per week or part thereof. This fee is agreed as a genuine pre-estimate of loss, not a penalty.
- 6.7 Written notice from Layne advising that the Goods are ready for delivery constitutes a tender of delivery, and normal payment terms will apply. Once notified, the Customer must accept delivery or arrange collection within fourteen (14) days. If the Customer delays beyond this period, Layne may charge reasonable storage, handling, or delivery costs until the Goods are delivered. Layne retains a lien over the Goods until all such costs are paid in full.
- 6.8 If the Customer does not confirm a delivery or load date within **fifteen (15) weeks** after placing the order, or fails to accept delivery within a reasonable time after being notified that the Goods are ready, Layne may, at its discretion:
- 6.8.1 review and adjust the quoted price to reflect current material, labour, or transport costs, in which case the Customer must pay any difference; and/or
- 6.8.2 supply equivalent Goods of the same specification and function, with minor variations in design that do not materially affect performance or appearance. Layne will advise the Customer of any such variation at the time of delivery.
- 6.9 If the Customer refuses or fails to accept delivery of Goods that have been dispatched in accordance with the contract and such Goods must be returned and re-delivered, Layne may charge a redelivery fee equal to twice the standard delivery charge.
- 6.10 It is the Customer's responsibility upon delivery to verify that all Goods conform to the confirmed specifications and requirements. Claims relating to defects identifiable upon delivery must be made in writing within fourteen (14) days of delivery.
- 6.11 Any claim that Goods or Services invoiced by Layne have not been received must be made in writing within fourteen (14) days from the invoice date. If no such claim is received, delivery will be deemed to have been completed.

7. TITLE

- 7.1 Risk in the Goods passes to the Customer upon delivery. Title to the Goods will not pass to the Customer until Layne has received payment in full for those Goods and for all other amounts owing by the Customer to Layne. Until full payment is received, the Customer holds the Goods as Layne's fiduciary agent and bailee.
- 7.2 Where payments are made without specific allocation, they will be applied first to Goods that have already been resold or are no longer in the Customer's possession, and then to any remaining Goods as determined by Layne.
- 7.3 Until full payment is made:
- 7.3.1 the Customer must store the Goods in a way that clearly identifies them as Layne's property;
- 7.3.2 the Customer must not sell, assign, or otherwise deal with the Goods except with Layne's prior written consent;
- 7.3.3 the Customer must keep the Goods insured against loss or damage for their full replacement value; and
- 7.3.4 if the Customer fails to make payment or breaches these Terms, Layne may enter the Customer's premises to inspect or repossess the Goods and review any related records.

- 7.4 These provisions apply regardless of any credit arrangements granted to the Customer.
- 7.5 If the Customer fails to make payment when due, becomes insolvent, ceases to trade, or enters into liquidation, administration, or bankruptcy, Layne may immediately revoke any right to resell or deal with the Goods, and all outstanding amounts become immediately due and payable.

8. WARRANTY AND GUARANTEES

- 8.1 Our Goods come with guarantees that cannot be excluded under the Australian Consumer Law (ACL).
You are entitled to a replacement or refund for a major failure, and to compensation for any other reasonably foreseeable loss or damage.
You are also entitled to have the Goods repaired or replaced if they fail to be of acceptable quality and the failure does not amount to a major failure.
- 8.2 Where the Customer is not a “consumer” within the meaning of the ACL, the statutory guarantees in clause 8.1 do not apply.
In addition to any rights under the ACL, Layne warrants that Goods supplied will be free from defects in materials and workmanship for a period of seven (7) years from the date of delivery, provided that:
- 8.2.1 the Goods have been properly handled, installed, and maintained in accordance with Layne’s installation and care instructions; and
 - 8.2.2 full payment has been received by Layne.
- Within this period, Layne will, at its option, repair or replace the defective Goods without charge.
- 8.3 The warranty in clause 8.2 does not apply, and to the extent permitted by law Layne shall not be liable:
- 8.3.1 if the Goods have not been properly handled, stored, installed, glazed, sealed, or maintained;
 - 8.3.2 if the Goods have been subject to misuse, damage, impact, or alteration by the Customer or others;
 - 8.3.3 if full payment has not been received;
 - 8.3.4 for normal wear and tear, fading, discolouration, or minor variations in aluminium, glass, or powder-coat finishes;
 - 8.3.5 for damage caused by environmental factors including corrosion, pollution, salt, chemicals, excessive moisture, or building movement;
 - 8.3.6 for failure of components not supplied or installed by Layne, or where third-party hardware or glass is incorporated by others;
 - 8.3.7 for any consequential loss, delay, or indirect damage arising from product failure beyond the repair or replacement of the Goods.
- 8.4 Layne will not be responsible for installation, removal, glazing, painting, transport, or labour costs associated with replacement of the Goods unless otherwise agreed in writing.
- 8.5 To make a warranty claim under clause 8.2, the Customer must:
- 8.5.1 notify Layne in writing within thirty (30) days of becoming aware of the defect; and
 - 8.5.2 provide details of the product, purchase date, and invoice number.
- 8.6 The notification must include:
- 8.6.1 the Customer’s full name, address, and contact details;
 - 8.6.2 a copy of the original proof of purchase;
 - 8.6.3 a written description and, where possible, photographs of the defect; and

8.6.4 written confirmation that the Goods have not been damaged, modified, or improperly installed or used.

8.7 Warranty claims should be submitted to:

Layne Windows Pty. Ltd.

203 South Road, Ridleyton SA 5008

Email: sales@laynewindows.com.au

Phone: 1300 280 514

This warranty does not cover freight or transportation costs to or from Layne unless agreed in writing.

9. LIABILITY

9.1 Subject to clause 8, the only conditions, guarantees and warranties binding on Layne in respect of the state, quality, or condition of the Goods or Services (including any installation or advisory services) are those imposed by statute, including the Australian Consumer Law, which cannot be excluded.

To the extent permitted by law, Layne's liability for any breach of such conditions, guarantees or warranties is limited, at Layne's option, to one or more of the following:

(a) in the case of Goods — the replacement of the Goods, the repair of the Goods, or the cost of replacing or repairing the Goods;

(b) in the case of Services — the re-supply of the Services or the cost of having the Services re-supplied.

The Customer must bear the cost of returning to Layne any Goods in respect of which a warranty claim is made.

All other conditions, guarantees, and warranties whether express or implied by law, trade, or custom in respect of the Goods or Services are excluded to the fullest extent permitted by law.

Except as expressly provided in clause 8, Layne shall not be liable to any person for any indirect, special, or consequential loss or damage, including but not limited to loss of profit, revenue, business opportunity, goodwill, delay, or any other economic loss arising out of or in connection with the Goods or the provision of Services.

10. CANCELLATION AND DEFAULT

10.1 The Customer may cancel or change an order only with Layne's written consent.

If Layne agrees, the Customer must pay all reasonable costs and losses incurred up to the date of cancellation or change, including materials ordered, labour used, and administration costs.

A cancellation fee of 15 percent (15%) of the order value may apply unless otherwise agreed in writing.

10.2 Layne may suspend delivery or cancel the Contract without liability if the Customer:

(a) fails to make payment when due;

(b) breaches any term of these Terms and Conditions;

(c) becomes insolvent, under administration, or in liquidation; or

(d) stops or threatens to stop trading.

Such suspension or cancellation does not affect Layne's other rights against the Customer.

10.3 If the Contract is terminated under this clause, any deposit paid may be kept by Layne.

Layne may resell the Goods, and any loss or cost from that resale, plus any other expenses

caused by the Customer's default, may be recovered from the Customer as liquidated damages. Layne may also keep any payments made as security until the account is settled in full.

11. PRIVACY

- 11.1 The Customer acknowledges that Layne may collect personal and credit information for the purpose of managing its business dealings with the Customer and any Guarantor. Layne will handle all personal information in accordance with the Privacy Act 1988 (Cth), the Australian Privacy Principles, and Layne's Privacy Policy. By entering into this Contract, the Customer consents to Layne collecting, using, and disclosing such information as reasonably required for credit assessment, account management, and legal compliance. A copy of Layne's Privacy Policy is available on request or at <http://www.laynewindows.com.au/>.

12. NOTICES

- 12.1 A written statement signed by an authorised officer of Layne showing any of the following:
- (a) amounts owing by the Customer for Goods or Services;
 - (b) interest or other charges due;
 - (c) legal or collection costs reasonably incurred by Layne; or
 - (d) the date and details of any Customer default,
- is conclusive and prima facie evidence of the amount and facts stated in that statement.
- 12.2 Any notice or communication under these Terms must be in writing. It may be given by hand delivery, post, or email to the address or email last notified by the recipient.
- 12.3 A notice is taken to have been received:
- 12.3.1 if posted — on the second Business Day after posting;
 - 12.3.2 if emailed before 5 p.m. on a Business Day — on that day, otherwise on the next Business Day; or
 - 12.3.3 if delivered by hand before 5 p.m. on a Business Day — on delivery, otherwise on the next Business Day.
- 12.4 An email is not treated as received if the sender receives an undeliverable message or if the email is incomplete or illegible and the recipient notifies Layne within three hours of transmission or by 12 noon on the next Business Day.

13. PERSONAL PROPERTY SECURITIES ACT 2009 ("PPS ACT") (PURCHASE MONEY SECURITY INTEREST ("PMSI") AND ALL PRESENT AND AFTER ACQUIRED PROPERTY ("ALPAAP"))

- 13.1 Layne and the Customer acknowledge that these Terms and Conditions constitute a security agreement for the purposes of the Personal Property Securities Act 2009 (Cth) (PPS Act). Layne retains a security interest in all Goods supplied until full payment is received.
- 13.2 The Customer grants to Layne a security interest in all Goods supplied by Layne (including proceeds of sale of those Goods) as security for all amounts owing to Layne now and in the future.
- 13.3 The Customer agrees to do all things reasonably required by Layne to enable Layne to register and perfect its security interest on the Personal Property Securities Register (PPSR). The

Customer must not grant any other security interest over the Goods or their proceeds without Layne's written consent.

- 13.4 Layne may register a Purchase Money Security Interest (PMSI) for the Goods supplied and the Customer waives any right to receive a verification statement under the PPS Act.
- 13.5 The Customer must not change its name, ownership structure, or address without providing Layne written notice at least 14 days in advance.
- 13.6 The Customer indemnifies Layne for any reasonable costs incurred in registering, maintaining, enforcing, or discharging Layne's security interest under the PPS Act.
- 13.7 Layne may apply any payment received from the Customer in any order it deems appropriate, including to unsecured amounts first.
- 13.8 Nothing in these Terms affects Layne's rights under any other security or retention-of-title arrangement that Layne may have with the Customer.

14. GOVERNING LAW

- 14.1 These Terms and Conditions of Sale are governed by the laws of South Australia. Each party submits to the non-exclusive jurisdiction of the courts of South Australia and any courts that may hear appeals from those courts.

15. MISCELLANEOUS

- 15.1 If any term of a Customer's order conflicts with these Terms and Conditions, these Terms will prevail unless otherwise agreed in writing by Layne.
- 15.2 The only terms binding on Layne are those contained in these Terms and Conditions or otherwise agreed to in writing by Layne, together with any terms required by law that cannot be excluded.
- 15.3 Unless otherwise stated in the quotation, all glass supplied will be clear glass.
- 15.4 Minor variations in colour, texture, or finish of materials are not considered defects.
- 15.5 If scaffolding, lifting, or hoisting equipment is required for unloading or installation, such equipment and costs are the responsibility of the Customer.
- 15.6 If any part of these Terms or the Contract is found to be invalid or unenforceable, that part will be severed and the remainder will continue in full force and effect.
- 15.7 Layne is not liable for, and the Customer must indemnify Layne against, any loss or damage arising from the Customer's breach, act, or omission in connection with these Terms.
- 15.8 The Customer must not use the Goods for aircraft or any other high-risk or unintended purpose unless fully tested and certified by a qualified engineer as fit for that purpose.
- 15.9 These Terms and Conditions will not be interpreted against either party simply because that party prepared them.
- 15.10 Layne may update or amend these Terms and Conditions by giving 30 days' written notice to the Customer.
The revised Terms will apply from the effective date stated in the notice or as published on Layne's website.

16. ELECTRONIC COMMUNICATIONS

- 16.1 The Customer agrees that invoices, statements, and other communications from Layne may be sent by email in addition to delivery in person or by post.
- 16.2 Email communications from Layne are considered electronic communications under the Electronic Transactions Act 1999 (Cth) and any equivalent State legislation.
By providing an email address, the Customer designates that address as the electronic contact point for receiving all documents, notices, and statements from Layne.
- 16.3 An email sent by Layne is deemed to have been received by the Customer at the time it is successfully transmitted, unless the Customer proves otherwise.

17. PRODUCTION SPECIFICATION

- 17.1 It is the Customer's responsibility to provide Layne, in writing, all relevant building and design information for each project, including:
- (a) required window and door ratings;
 - (b) design wind pressures;
 - (c) terrain category or exposure classification;
 - (d) any structural or performance specifications; and
 - (e) the applicable Building Code of Australia and Australian Standards (together, the Building Specifications).
- 17.2 If the Customer does not provide the Building Specifications in writing, the Goods will be manufactured for fully sheltered conditions and to the minimum wind and water ratings under AS 2047 and AS 1288.
- 17.3 To the extent permitted by law, Layne is not responsible for any non-compliance or performance issues arising from the Customer's failure to provide accurate Building Specifications.
- 17.4 The Customer must state clearly on the order form if the Goods are intended for any special purpose or non-standard application.

18. INTELLECTUAL PROPERTY

- 18.1 Where Goods are manufactured or supplied to the Customer's design, drawing, or specification, the Customer indemnifies Layne against any claim, loss, or liability arising from any actual or alleged infringement of a patent, design, trademark, or copyright resulting from Layne following the Customer's instructions.
- 18.2 No right or licence is granted to the Customer to use any patent, copyright, design, trademark, or other intellectual property owned or used by Layne.

19. TRANSFER

- 19.1 The Customer must not assign or transfer any of its rights or obligations under these Terms without Layne's prior written consent.
Layne may assign or transfer its rights or obligations under these Terms by written notice to the Customer.