



# ASPIRING GARDEN AND LANDSCAPING

Proudly Providing Quality Gardening And Landscaping Service To The Illawarra...

P 0433 381 572

ABN: 68 003 422 196

E [michael@aspiringlandscaping.com](mailto:michael@aspiringlandscaping.com)

## STANDARD TERMS AND CONDITIONS OF SALE (AUSTRALIA)

Effective as at 01 January 2016

### 1. Interpretation

1.1 In these Terms:

“**Company**” means **Aspiring Garden And Landscaping**.

“**Customer**” means the purchaser of Goods or Services from the Company.

“**Goods**” means all Goods sold and/or delivered by the Company to the Customer.

“**Services**” means all Labour and/or Work carried out by the Company.

“**Terms**” means these terms and conditions of sale and/or Work carried out by the Company.

### 2. Application

2.1 These Terms apply to all Contracts for the sale of Goods, Labour and cost of Materials by the Company.

2.2 No amendment, alteration, waiver or cancellation of any of these Terms is binding on the Company unless confirmed by the Company in writing.

2.3 The Customer acknowledges that no employee or agent of the Company has any right to make any representation, warranty or promise in relation to the Goods or the sale of the Goods other than as contained in these Terms.

### 3. Prices

3.1 Prices are determined at the time of order and, prior to payment of the deposit, are subject to change without notice but the Company will notify the Customer of any changes.

### 4. Payment

4.1 Payments are to be made to the Company without any deduction or discount other than as stated in these Terms or in the relevant invoice or statement.

4.2 A deposit of 25% of the invoice price must be paid before commencement of work.

4.3 The balance of the invoice price must be paid in full at the completion of the work.

4.4 Interest is payable on all overdue accounts calculated on a daily basis at the rate of 1.5% per month as from the date due for payment until payment is received by the Company.

### 5. Title

5.1 Legal and beneficial ownership of the Goods will not pass to the Customer until such time as the Goods have been paid in full in cash or cleared funds.

# **ASPIRING GARDEN AND LANDSCAPING**

## **6. Risk and Insurance**

- 6.1 The Goods are entirely at the risk of the Customer from the moment of delivery to the Customer's point of delivery or on collection, even though title of the Goods has not passed to the Customer at that time.
- 6.2 The Customer must, at its own expense, maintain the Goods and insure them for the benefit of the Company against theft, breakdown, fire, water and other risks as from the moment of delivery to the Customer and until title of the Goods has passed to the Customer.

## **7. Inspection**

- 7.1 Unless the Customer has inspected the Goods and/or Materials supplied or Works carried out by the Company and given written notice to the Company within 2 days after collection or delivery that the Goods and/or Materials supplied or Works carried out by the Company do not comply with the relevant specifications or descriptions, the Goods and/or Materials supplied or Works carried out by the Company are deemed to have been accepted in good order and condition.

## **8. Limited Liability**

- 8.1 These Terms do not affect the rights, entitlements and remedies conferred by the Trade Practices Act.
- 8.2 The Company is not subject to, and the Customer releases the Company from, any liability (including but not limited to consequential loss or damage) because of any delay in delivery or fault or defect in the Goods. The Customer acknowledges that the Company is not:
  - (a) responsible if the Goods do not comply with any applicable safety standard or similar regulation; and
  - (b) liable for any claim, damage or demand resulting from such non-compliance.
- 8.3 If any statutory provisions under the Trade Practices Act or any other statute apply to the Contract between the Company and the Customer's [Contract] then, to the extent to which the Company is entitled to do so, the Company's liability under the statutory provisions is limited, at the Company's option, to:
  - (a) replacement or repair of the Goods or the supply of equivalent Goods; or
  - (b) payment of the cost of replacing or repairing the Goods or of acquiring equivalent goods; and
  - (c) in either case, the Company will not be liable for any consequential loss or damage or other direct or indirect loss or damage.

# **ASPIRING GARDEN AND LANDSCAPING**

## **9. Warranty**

- 9.1 All Goods supplied are covered by such warranties as are specified by the manufacturer and supplied subject to the product standards detailed by the manufacturer.
- 9.2 On discovery of any defect in the Goods and/or Materials supplied or Works carried out, the Customer must immediately notify the Company in writing of such defect. The Customer must not carry out any remedial work to alleged defective Goods without first obtaining the written consent of the Company to do so.
- 9.3 The provisions of any act or law (including but not limited to the Trade Practices Act) implying terms, conditions and warranties, or any other terms, conditions and warranties which might otherwise apply to or arise out of the Contract are hereby expressly negated and excluded to the full extent permitted by law.
- 9.4 The Customer expressly acknowledges and agrees that it has not relied upon, and the Company is not liable for any advice given by the Company, its employees, agents or representatives in relation to the suitability for any purpose of the Goods.

## **10. Contract**

- 10.1 The terms of the Contract are wholly contained in these Terms and any other writing signed by both parties. The Contract is deemed to have been made at the Company's place of business where an order was placed and any cause of action is deemed to have arisen there.

## **11. Severability**

- 11.1 If any provision contained in these Terms is held by a court to be unlawful, invalid or unenforceable, the validity and enforceability of the remaining provisions are not affected.

## **12. Governing Law**

- 12.1 These Terms and the Contract shall be governed by the law of New South Wales and the parties submit to the courts of New South Wales in respect of any dispute arising.

# **ASPIRING GARDEN AND LANDSCAPING**