

TERMS AND CONDITIONS OF TRADE

The following Terms and Conditions apply to any and all dealings with Roofing Direct. The Terms and Conditions are subject to change at any time at the sole discretion of Roofing Direct. Changes will take effect from the date on which they are published on this website and will apply to all Orders occurring after publication.

1. Definitions and Interpretations

1.1 In these Terms and Conditions, unless the context otherwise requires:

“**ACL**” means the Australian Consumer Laws including but not limited to the *Competition and Consumer Act 2010 (Cth)*;

“**Customer**” means the person or body corporate designated as the Customer on the Order to acquire Goods and/or Services from Roofing Direct;

“**Contract**” means a contract between the Customer and Roofing Direct created in accordance with clause 2;

“**Delivery Address**” means the address notified by the Customer to Roofing Direct for the delivery of the Goods;

“**Delivery Time**” means the time and date notified by Roofing Direct to the Customer for the delivery of the Goods to the Delivery Address;

“**Goods**” means any and all goods supplied by Roofing Direct to the Customer under the Contract;

“**GST**” means the Goods and Services Tax as defined in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* as amended from time to time;

“**Order**” means an Order placed with Roofing Direct for the sale and delivery of Goods;

“**Roofing Direct**” means Roofing Direct Pty Ltd (ACN 149 843 792) (ABN 96 149 843 792) its employees, agents, officers or contractors;

“**Services**” means any and all services provided by Roofing Direct to the Customer;

“**Terms and Conditions**” means these terms and conditions as amended from time to time.

2. Creation of Contract

2.1 Any pricelists or quotations given by Roofing Direct are only an invitation to the Customer to place an Order.

2.2 Each Order will constitute an offer by the Customer to acquire Goods from Roofing Direct upon and subject to the Terms and Conditions to the exclusion of all other terms and conditions.

2.3 A Contract will be made between Roofing Direct and the Customer for the sale and purchase of

Goods only if an Order has been made and that Order has been accepted by Roofing Direct, which acceptance is by confirmation of a Delivery Time for the Goods described in the Order.

2.4 Roofing Direct has absolute discretion to refuse any Order made by the Customer.

2.5 Once a Contract has been created, it cannot subsequently be cancelled unless agreed in writing between the parties.

2.6 In the event that an Order is cancelled by Roofing Direct at the request of the Customer, Roofing Direct reserves the right, in its absolute discretion, to charge an administration fee to cover its expenses incurred in connection with the Order.

3. Pricing & Payment

3.1 Prices quoted for the supply of Goods and Services include GST and any other taxes or duties imposed on or in relation to the Goods and Services.

3.2 Prices for Goods and Services are set by Roofing Direct and are subject to change from time to time.

3.3 If the Customer requests any variation to the Order, Roofing Direct may increase the price to account for the variation.

3.4 Where there is any change in the costs incurred by Roofing Direct in relation to Goods or Services, Roofing Direct may vary its price to take account of any such change, by notifying the Customer in writing. Where this occurs, Roofing Direct will notify the Customer of the variation, and the Customer will have the option of cancelling the Order.

3.5 Payment must be made prior to delivery of the Goods.

4. Delivery

4.1 At the time of placing an Order, the Customer must nominate a Delivery Address for the delivery of the Goods.

4.2 If Roofing Direct is unable to deliver the Goods to the Delivery Address, Roofing Direct will contact the Customer within 48 hours of the date of the Order to agree an alternative Delivery Address and, failing agreement, Roofing Direct may at its option cancel the Order in which case Roofing Direct must refund any payment made by the Customer for those Goods.

4.3 All Orders placed by the Customer on the Roofing Direct website will be delivered within five (5) to ten (10) days (excluding public holidays, Saturdays and Sundays) from the date of the Order. Roofing Direct will contact the Customer to advise of a Delivery Time.

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- 4.4 The Customer must ensure that the Customer or its agent is present at the Delivery Address at the Delivery Time.
- 4.5 In the event that the Customer is not present at the Delivery Address and at the notified Delivery Time, the Customer hereby authorises Roofing Direct to leave the Goods at the Delivery Address.

5. Passing of Ownership and Risk

5.1 Upon delivery of the Goods to the Delivery Address at the Delivery Time:

- (a) Ownership of the Goods will pass to the Customer; and
- (b) Risk in the Goods and all responsibility for theft, damage or otherwise will pass to the Customer.

5.2 The Customer warrants that the Customer accepts the sole risk and responsibility for Goods once delivered to the Delivery Address provided it is delivered at the Delivery Time.

5.3 The Customer hereby releases and indemnifies Roofing Direct against all claims and demands arising under any statute or at common law and whether for loss or damage to property or any injury to or death of any person occurring or resulting from the delivery of the Goods to the Delivery Address at the Delivery Time.

6. Refunds and Exchanges

6.1 Roofing Direct will not be liable for any shortages, defects, damage to the Goods or non-compliance with the specifications in the Order unless the Customer notifies Roofing Direct within two (2) days of delivery of the Goods to the Customer.

6.2 If any shortages, claim for defective or damaged Goods or non-compliance with the Order specifications is accepted by Roofing Direct, Roofing Direct may, in its absolute discretion, either repair the Goods in a proper and workmanlike manner, replace the Goods, or refund the price of the Goods.

6.3 Roofing Direct will not under any circumstances accept Goods for return that have been altered in any way; have been used; or are not in the condition they were in when delivered to the Customer.

6.4 If the Customer is a consumer, nothing in this clause in any way limits any remedy available to the Customer under the ACL.

7. Warranties, Indemnities & Limitation of Liability

7.1 The Customer warrants that:

(a) the Customer, or the person placing the Order on behalf of the Customer, has authority to enter into the Contract;

(b) the Goods provided by Roofing Direct are purchased by the Customer as a result of the independent exercise of the Customer own skill and judgement after due investigation;

(c) save for those warranties and representations under the ACL, no representations or warranties have been made or given by Roofing Direct to the Customer as to:

(i) the merchantability, quality or fitness for any purpose of any Goods provided by Roofing Direct; and

(ii) the use to which the Goods provided by Roofing Direct can lawfully be put.

7.2 Roofing Direct accepts no responsibility or liability for defects to its Goods which are caused or contributed to by the acts or omissions of the Customer.

7.3 The Customer warrants that they will indemnify and keep indemnified Roofing Direct against all claims and demands for loss or damage to property or any injury to or death of any person occurring or resulting from the use of the Goods except to the extent that the claims and demands arise from any act or omission by Roofing Direct.

8. Miscellaneous

8.1 The law of Victoria governs these Terms and Conditions and the parties agree to the non-exclusive jurisdiction of the courts of Victoria, the Federal Court of Australia, and of courts entitled to hear appeals from those Courts.

8.2 Roofing Direct's failure to enforce any of these Terms and Conditions are not to be construed as a waiver of any of it's rights.

8.3 If a clause contained in these Terms and Conditions is unenforceable, it must be read down so as to be enforceable or, if it cannot be so read down, it must be severed from these Terms and Conditions without affecting the enforceability of the remaining Terms and Conditions.

8.4 A notice must be in writing and handed personally or sent by facsimile, email or prepaid mail to the last known address of the addressee. Notices sent by prepaid post are deemed to be received upon posting. Notices sent by facsimile or email are deemed received upon confirmation of successful transmission.