



## Terms and Conditions:

1. Quotes are valid for 30 days from the date of the quote. Our prices include measurements, fabrication, delivery, and installation of materials specified on the quote unless otherwise stated. After 30 days a requote may be required to reflect current rates.
2. The price does not include evening or weekend working hours. Normal working hours are 7:00 am to 3:30 pm Mon.-Fri.
3. The proposed price is subject to change if there are any changes to the size or configuration after the final field measurement, or options not listed in the actual proposal.
4. All the Material shall be furnished in accordance with the respective industry tolerances of color variation, thickness, size (+/- 2mm), texture and performance standards.
5. Building Dynamix Pty Ltd trading at Westside Balustrading and Engineering (Westside) will not be held responsible for any discrepancies in customer provided measurements.
6. If existing obstructions need to be removed or the customer's structure needs to be modified or corrected for installation, Westside reserves the right to require customers to modify the work area. If this action results in an installation time increase and/or reschedule, there may be extra charges.
7. For warranty information on your specific product, please visit [www.buildingdynamix.com.au](http://www.buildingdynamix.com.au) or contact your sales representative. Westside shall not be responsible for damage to its work by others. Westside will not be responsible for special incidental or consequential damages.
8. In case Westside is required to provide labor to install "customer provided" materials, Westside is not responsible for any damages to customer's glass or any other materials involved in, surrounding, or in the area of the work being performed.
9. Any items not specifically listed and priced in the above bid proposal are excluded; any changes from this proposal to hardware or materials listed may cause a change in pricing and will be subject to a written Change Order.
10. Lead times given are based on information received by suppliers and manufacturers and are subject to change at any time and without notice, therefore Westside shall not be held responsible for delays caused by suppliers and manufacturers.
11. If Contractors assert nonpayment due to nonpayment from Owner, Westside reserves the right to contact said Owner regarding the status of payments on the Project.
12. One trip for Field Measurements and one trip for installation per project is included in the quoted price. Field Measurements will be taken after we are notified that the areas of our scope are ready for measurement. Additional trips required due to openings not being ready and/or unacceptable installation conditions will result in \$300.00 plus GST per trip charge.
13. The following is excluded: Final protection and cleaning, Glass or Mirror breakage by others, Testing, Engineering, Permits, Bonds, Demolition. Temporary Enclosures, Repairs or Modification of Existing Opening or Frames, Core Drilling for Floor Closures, Any Electrical Work, temporary scaffolding, boom lift, scissor lift or other mechanical and non-mechanical devices for lifting materials and/or raised platforms for Westside staff unless noted in the scope of work.
14. Removal of existing materials may damage materials and/or surfaces during the removal of the said materials or may expose tile/structure issues. Westside does not assume any responsibility for damage due to or during removal of existing materials. Additional trips required due to these issues will result in

\$300.00 plus gst per trip charge. Westside also reserves the right to charge for time and materials on sites that are deemed to be not suitable for installation of our products and can be made suitable through additional works undertaken by Westside staff. This charge will be determined at the time of works being undertaken and charged to the client immediately on completion of the works.

15. A minimum value of \$1,500 will be quoted and charged for any works undertaken by Westside on a particular site at a particular install appointment.
16. All glass and/or mirror products must be inspected at the time of pick up/delivery or installation. Westside is not responsible for glass and/or mirror once it leaves the store premises or has been accepted after delivery/installation.
17. For products sold for pick up (not installed or delivered by Westside), it is the responsibility of the customer to have a suitable vehicle that is prepared to handle the materials to be picked up. It is the customer's responsibility to load materials. Westside or its agents cannot load your vehicle. During loading, Westside or its agents will not be held liable for any damage to the vehicle, personal items in the vehicle, or any bodily injuries that may occur during loading and transportation.
18. All Freight (Common Carrier) shipments are Curb Side Delivery.
19. On acceptance of the quote, Customer agrees to pay as follows unless otherwise agreed between both parties:
  - a. Account customers – 30 days from end of month
  - b. COD Commercial customers – 75% deposit for materials and labor, and to pay the remaining balance of the agreement upon completion of the work.
  - c. Retail customers – 100% of the quoted value prior to works commencing
20. All funds are paid into Westside's business bank account. Cash, cheques and EFTPOS are not acceptable methods of payment
21. Customer agrees that in the event of any action or proceedings brought for the recovery of amounts due for products or merchandise or services obtained from Westside to pay all costs of collection including but not limited to attorney's or collection agent's fees.
22. Westside is not responsible for any existing structural issues that may interfere with the installation and/or lead to unsightly reveals. Any or all structural modifications that may arise before, during, or after the product installation are explicitly the customer's responsibility.
23. In instances that the product to be installed onto decorative tiles, we will not be responsible for damage or breakage of tile. In the event of broken tiles, the customer would have to repair the affected area, and we can return to do the installation again, which may involve additional charges.
24. If any dimensions are changed after Westside measurements are completed and the changes in dimensions lead to inability of installation, there will be additional charges as much as fabrication of all materials.
25. Once the delivery/installation appointment for your project is confirmed, this time will be reserved just for you. If you are unable to keep this appointment, we will need a notification at least one business day in advance. Otherwise, there will be additional trip charges of \$300 plus GST and further delays due to our scheduling load.
26. Westside reserves the right, in its sole discretion, to add to, remove, modify, or otherwise change any part of these Terms and Conditions, in whole or in part, at any time. No modifications are to be made by redlining, initialing, or changes in the writings, except as otherwise expressly contemplated herein, changes will be effective when approved and signed by Westside management.

By accepting the Westside quote you agree to be bound to these terms and conditions