

CREDIT, SUPPLY AND INSTALLATION TERMS AND CONDITIONS

1. Definitions

ACL means the Australian Consumer Law set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth).

Applicable Standards means the National Construction Code, applicable Australian Standards, lawful authority requirements and manufacturer instructions relevant to the Works.

Client means the person or entity identified in the Quotation, Order, Credit Application or invoice as purchasing the Goods or Services. If there is more than one Client, each is jointly and severally liable, except to the extent prohibited by law.

Completion means the date on which the Supplier substantially completes the Services, subject to minor defects or omissions that do not prevent reasonable use of the Works.

Consequential Loss means indirect or consequential loss, including loss of profit, revenue, opportunity, anticipated savings or use, but excluding loss that cannot lawfully be excluded.

Credit Account means a credit facility approved by the Supplier in writing.

Delivery Site means the address stated in the accepted Order for delivery of Goods or performance of Services.

Goods means products, materials and other items supplied by the Supplier.

Insolvency Event means an event in which a party becomes bankrupt or insolvent, enters administration, liquidation or receivership, is unable to pay its debts when due, or enters a formal arrangement with creditors, except for a solvent restructure.

Materials means Goods incorporated or intended to be incorporated into the Works.

Order means a request by the Client for Goods or Services, including an accepted Quotation, purchase order or other written instruction.

Price means the amount payable for the Goods and Services, including approved Variations, plus GST unless stated otherwise.

Quotation means a written quotation or proposal issued by the Supplier.

Services means installation, fabrication, delivery, design assistance, consultation and other services supplied by the Supplier.

Supplier means Thermatech Pty Ltd ABN 40 621 715 893, including its authorised employees, agents, subcontractors, successors and permitted assigns.

Variation means a change to the scope, quantity, design, sequence, timing, access requirements or method of the Works.

Works means the Goods and Services forming part of an accepted Order.

Work Specifications means drawings, specifications, schedules, samples, directions and other project information provided or approved by the Client.

Worksite means the location at which Services are to be performed.

2. Application and acceptance

2.1 These Terms apply to each Order unless the Supplier and Client sign a separate written agreement that expressly varies them.

2.2 An Order is an offer by the Client. It becomes binding when the Supplier accepts it in writing, starts manufacture, supplies Goods or starts Services.

2.3 By placing an Order or accepting Goods or Services, the Client accepts these Terms.

2.4 Any terms proposed by the Client do not apply unless the Supplier expressly accepts them in writing.

2.5 If there is an inconsistency, the following order of precedence applies: a signed project contract; an accepted Quotation; an approved Variation; these Terms; and the Client's purchase order, but only for administrative details.

- 2.6 The Supplier may update these Terms for future Orders by written notice or publication. An update does not retrospectively alter an Order already accepted unless both parties agree in writing.

3. Quotations, scope and orders

- 3.1 A Quotation is valid for the period stated in it. If no period is stated, it is valid for 90 days.
- 3.2 The Client must check the Quotation, quantities, dimensions, profiles, finishes, Work Specifications and Delivery Site details before accepting the Order.
- 3.3 Unless expressly included, the Price excludes engineering, certification, permits, scaffolding, edge protection, lifting equipment, electrical work, waterproofing, flashings, cappings, painting, patching by other trades, removal of hazardous materials and rectification of defective substrates.
- 3.4 Samples, drawings, renders and photographs are indicative. Minor colour, texture, profile and dimensional variations may occur within normal manufacturing and installation tolerances.
- 3.5 Custom-made and non-stock Goods are manufactured for the Client and may not be returned or cancelled after manufacture or material procurement has started, except where required by law.

4. Client responsibilities and Worksite

- 4.1 The Client must provide complete, accurate and timely Work Specifications and disclose all matters reasonably relevant to the Works.
- 4.2 The Client is responsible for the structural adequacy, waterproofing, flashings, cappings and suitability of the building, substrate and supporting structure unless expressly included in the Supplier's scope.
- 4.3 Before the Supplier attends the Worksite, the Client must provide:
- safe, lawful and unobstructed access;
 - completed and suitable substrates at the correct dimensions and alignment;
 - required scaffolding, edge protection, power, water and amenities, unless included in the Quotation;
 - coordination with other trades so the Works can proceed continuously; and
 - accurate information about hidden services, hazards and site restrictions.
- 4.4 If the Worksite is not ready or safe, the Supplier may suspend or reschedule the Works and charge reasonable direct costs caused by the delay, including labour, travel, equipment hire, storage and remobilisation.
- 4.5 The Client must protect completed Works from impact, weather, water ingress and interference by other trades.

5. Price and Variations

- 5.1 The Client must pay the Price stated in the accepted Order.
- 5.2 The Supplier may propose a Variation where the Client changes the Works or where additional work is reasonably required because of latent conditions, incorrect or incomplete Work Specifications, defective substrates, dimensional discrepancies, access restrictions, delays by others, changes in law or Applicable Standards, or other matters outside the Supplier's reasonable control.
- 5.3 Where reasonably practicable, a Variation will be described in writing and will state the price and time effect before the varied work starts. The Client must approve the Variation in writing.
- 5.4 The Supplier may perform urgent work without prior written approval where reasonably necessary to protect persons or property or where delay would materially increase loss. The Supplier must notify the Client as soon as practicable.
- 5.5 If the cost of a specifically ordered material, freight service or statutory charge materially increases after acceptance for reasons outside the Supplier's control, the Supplier may request a reasonable price adjustment supported by evidence. The Client may cancel the affected unperformed portion if the adjustment is not accepted, subject to payment of costs already reasonably incurred.

6. Payment

- 6.1** The Client must pay each invoice by the date stated on it. If no date is stated, payment is due within seven days of the invoice date, unless the accepted Order states otherwise.
- 6.2** The Supplier may require a deposit, progress payments, payment before manufacture, payment before delivery or another payment structure stated in the accepted Order. Any mandatory statutory deposit limit prevails.
- 6.3** The Client must pay all undisputed amounts by the due date. If the Client disputes part of an invoice, it must notify the Supplier in writing before the due date, identify the disputed amount and provide reasons. The undisputed balance remains payable.
- 6.4** Interest accrues on an overdue undisputed amount at the Reserve Bank of Australia cash rate target plus 5% per annum, calculated daily from the due date until payment, capped at the maximum lawful rate.
- 6.5** The Client must reimburse reasonable external debt-recovery and legal costs actually incurred in recovering an overdue undisputed amount, to the extent permitted by law.
- 6.6** A statement of account issued by the Supplier is prima facie evidence of the amount owing, subject to manifest error and the Client's right to dispute it.
- 6.7** The Supplier may suspend manufacture, delivery or Services after giving reasonable written notice if an undisputed amount remains overdue or the Client materially breaches the accepted Order.
- 6.8** If the Client suffers an Insolvency Event or fails to remedy a material breach after notice, all undisputed amounts for completed Works and committed custom materials become immediately due.

7. Credit accounts

- 7.1** Credit is provided only if approved by the Supplier in writing and may be subject to a separate Credit Application, director guarantee or security document.
- 7.2** The Supplier may set or vary a reasonable credit limit, suspend further credit or close a Credit Account by written notice, including where the Client's payment history or credit risk materially changes.
- 7.3** The Client must notify the Supplier promptly of a change to its legal name, ABN, ACN, ownership, control, address, contact details or trust status.
- 7.4** The Client must not permit another person or entity to use its Credit Account without the Supplier's written consent.

8. Delivery, collection and storage

- 8.1** Delivery and completion dates are estimates unless expressly stated to be fixed. The Supplier will use reasonable endeavours to meet them.
- 8.2** Risk in Goods passes to the Client:
- on collection, when the Goods are loaded onto the Client's vehicle;
 - on delivery where the Client unloads, when unloading begins;
 - on delivery where the Supplier unloads, when unloading is complete; or
 - when Goods are left at an unattended or closed Delivery Site at the Client's request.
- 8.3** The Client must inspect Goods promptly. Visible shortages, transit damage or incorrect Goods should be notified in writing within two business days so the Supplier can investigate. This does not limit rights that cannot lawfully be excluded.
- 8.4** Goods notified as ready for collection will be held for 21 days unless otherwise agreed. After that period, the Supplier may charge reasonable storage costs and, after further reasonable notice, resell or dispose of uncollected Goods. The Client remains liable for custom Goods and costs reasonably incurred.
- 8.5** The Client must store, handle, protect and maintain the Goods in accordance with the Supplier's current Storage and Maintenance Procedure and other written instructions.

9. Title and PPSA

- 9.1** Legal title to Goods remains with the Supplier until all amounts owing for those Goods are paid in full.
- 9.2** Until title passes, the Client must keep unpaid Goods identifiable, protected and insured and must not grant an inconsistent security interest over them.
- 9.3** The Client may use or resell unpaid Goods in the ordinary course of business. To the extent permitted by law, the Supplier's security interest continues in the Goods and identifiable proceeds.
- 9.4** The Client acknowledges that this clause may create a security interest under the Personal Property Securities Act 2009 (Cth). The Client must reasonably assist the Supplier to register, maintain or enforce that interest and must reimburse reasonable registration costs.
- 9.5** The Supplier may enter premises to recover identifiable unpaid Goods only with lawful authority, reasonable notice where practicable and without breaching the peace.
- 9.6** The parties contract out of PPSA provisions only to the extent legally permitted and expressly identified in a separately signed credit or security document.

10. Cancellation and termination

- 10.1** The Client may cancel an accepted Order only with the Supplier's written agreement, except where the Client has a statutory cancellation right.
- 10.2** If the Client cancels, it must pay for Goods and Services supplied, custom manufacture completed, materials and freight committed, reasonable demobilisation and restocking costs, and other direct costs reasonably incurred because of the cancellation.
- 10.3** The Supplier may, at any time and at its discretion, suspend or cancel an Order, in whole or in part, where it reasonably considers it necessary or appropriate to do so. The Supplier will give the Client notice as soon as reasonably practicable and will not be liable for any loss arising from the suspension or cancellation, except to the extent required by law.
- 10.4** Where the Supplier cancels for reasons not caused by the Client, the Supplier will refund amounts paid for Goods or Services not supplied.
- 10.5** Before termination for a remediable breach, the terminating party must give written notice and a reasonable opportunity to remedy the breach.

11. Defects, warranties and consumer guarantees

- 11.1** The Client must notify the Supplier of an alleged defect within a reasonable time after discovery and provide photographs, proof of purchase and reasonable access for inspection.
- 11.2** Thermatech's current express warranty applies in accordance with the warranty document which is available on Thermatech's website. That warranty is additional to rights and remedies that cannot be excluded under the ACL.
- 11.3** Nothing in these Terms excludes, restricts or modifies a consumer guarantee, statutory warranty or other right or remedy that cannot lawfully be excluded.
- 11.4** Where legally permitted and fair and reasonable, liability for failure to comply with a consumer guarantee relating to Goods not ordinarily acquired for personal, domestic or household use is limited, at the Supplier's option, to:
- replacement of the Goods or supply of equivalent Goods;
 - repair of the Goods;
 - payment of the cost of replacing the Goods or acquiring equivalent Goods; or
 - payment of the cost of having the Goods repaired.
- 11.5** Where the Client specifies or supplies a third-party product, the Supplier will reasonably assist with a manufacturer warranty claim, but is not responsible for the third-party product except to the extent required by law or caused by the Supplier's workmanship.

12. Liability

- 12.1 To the maximum extent permitted by law, neither party is liable to the other for Consequential Loss.
- 12.2 The exclusion in clause 12.1 does not apply to fraud, wilful misconduct, personal injury, damage to tangible property, breach of confidentiality, infringement of intellectual property, amounts payable for Goods or Services, or liability that cannot lawfully be excluded.
- 12.3 To the maximum extent permitted by law, the Supplier's aggregate liability arising from a specific Order is limited to the GST-exclusive Price paid or payable for the Goods or Services giving rise to the claim.
- 12.4 The limitation in clause 12.3 does not apply where it would be unlawful, or to liability arising from fraud, wilful misconduct or personal injury.
- 12.5 Each party must take reasonable steps to mitigate loss.

13. Intellectual property and custom designs

- 13.1 The Supplier retains ownership of its pre-existing drawings, profiles, methods, tooling, templates, technical information and know-how.
- 13.2 On full payment, the Client receives a non-exclusive licence to use project-specific drawings supplied by the Supplier solely for the relevant project.
- 13.3 The Client warrants that materials, drawings and instructions it provides do not infringe third-party rights and indemnifies the Supplier against claims arising from the Supplier's authorised use of them, except to the extent caused by the Supplier.
- 13.4 Unless confidentiality is agreed in writing, the Supplier may photograph completed Works and use non-confidential images for portfolio and marketing purposes, provided personal information and the project address are not disclosed without consent.

14. Privacy and credit information

- 14.1 The Supplier will handle personal information in accordance with the Privacy Act 1988 (Cth), the Australian Privacy Principles and its current Privacy Policy.
- 14.2 The Supplier may collect and use personal information reasonably necessary to assess credit, administer Orders, provide Goods and Services, recover debts, maintain customer relationships and meet legal obligations.
- 14.3 Where the Supplier obtains or discloses consumer credit information, it will do so only in accordance with applicable credit-reporting law, required notices and its Credit Reporting Policy.
- 14.4 A separate privacy collection notice or consent may form part of a Credit Application.

15. Dispute resolution

- 15.1 A party claiming that a dispute has arisen must give written notice describing the dispute and the outcome sought.
- 15.2 Within 10 business days, authorised representatives of both parties must meet or confer and use reasonable endeavours to resolve the dispute.
- 15.3 If unresolved, either party may propose mediation through Resolution Institute or another agreed mediator. The parties will share the mediator's fees equally unless agreed otherwise.
- 15.4 This clause does not prevent either party from seeking urgent relief, recovering an undisputed debt, exercising security-of-payment rights, making a statutory tribunal or consumer claim, or taking action where a limitation period is about to expire.

16. Security of payment

- 16.1** Where applicable, an invoice or other written request for payment issued by the Supplier may constitute a payment claim under the Building Industry Fairness (Security of Payment) Act 2017 (Qld), the Building and Construction Industry Security of Payment Act 1999 (NSW), or other applicable security-of-payment legislation.
- 16.2** Nothing in these Terms limits a right or obligation under applicable security-of-payment legislation.

17. Domestic building work

- 17.1** These Terms do not replace a written contract, prescribed notice, statutory warranty, insurance requirement, cooling-off right, deposit limit, variation procedure or other requirement applying to domestic building work.
- 17.2** If mandatory Queensland or New South Wales domestic building legislation applies and is inconsistent with these Terms, the mandatory requirement prevails.
- 17.3** The Supplier and Client must sign any separate statutory contract or prescribed documents required for the relevant residential project before work begins or payment is taken.

18. Force majeure

- 18.1** Neither party is liable for delay or failure caused by an event beyond its reasonable control, including severe weather, natural disaster, fire, flood, epidemic, industrial action, transport interruption, material shortage, utility failure, government action or civil disturbance.
- 18.2** The affected party must notify the other as soon as practicable, take reasonable steps to minimise the effect and resume performance when reasonably possible.
- 18.3** If the event continues for more than 60 days and materially prevents performance, either party may terminate the affected unperformed portion by written notice. The Client must pay for Works completed and direct committed costs incurred before termination.

19. General

- 19.1** The Supplier may subcontract Services but remains responsible for performance of its contractual obligations.
- 19.2** Neither party may assign an accepted Order without the other's written consent, not to be unreasonably withheld, except the Supplier may assign receivables or assign to a related entity as part of a business restructure.
- 19.3** A failure or delay in exercising a right is not a waiver.
- 19.4** If a provision is invalid or unenforceable, it is to be read down or severed to the minimum extent necessary.
- 19.5** Notices must be sent to the email or address stated in the accepted Order or later notified in writing.
- 19.6** Electronic signatures and counterparts are permitted to the extent allowed by law.
- 19.7** The accepted Order and documents incorporated into it form the entire agreement concerning its subject matter, subject to rights that cannot be excluded.
- 19.8** These Terms are governed by the laws of Queensland. The parties submit to the courts and tribunals with jurisdiction, subject to any mandatory law allowing proceedings elsewhere.

20. Document control

Document	Thermatech Credit, Supply and Installation Terms and Conditions
Version	2.0
Effective date	11 th August 2026
Website	www.thermatech.com.au
Contact email	Reception@thermatech.com.au