

Definitions

- **"Lignum DC"** refers to Lignum Design & Construction Pty Ltd, its successors, assigns, or any individual authorised to act on behalf of Lignum Design & Construction Pty Ltd.
- **"Client"** refers to the individual(s) purchasing Goods or services as specified in any invoice, document, or order. If multiple individuals are involved, the term applies to all Clients, either jointly or individually.
- **"Goods"** refers to any products or services provided by Lignum DC to the Client upon request. (The terms "Goods" and "Services" may be used interchangeably depending on the context.)
- **"Quote"** Refers to a written outline of the Goods or Services to be provided, an estimate of Lignum DC charges for completing the required work, and an approximate time frame for the work's completion.
- **"Customer"** refers to the individual specified on a Quote or Order as the customer and also includes the Customer's agents and authorized assigns.
- **"Order"** Refers to a purchase order for Goods or Services placed by the Customer based on a Quote, and as may be modified in writing by the parties from time to time.
- **"Price"** refers to the agreed-upon amount payable for the Goods, which may include Goods and Services Tax (GST), unless stated otherwise.
- **"Services"** Refers to the services that Lignum DC will deliver to the Customer, as outlined in the Quote and governed by these Conditions of Trade
- **"PPS Law"** The Personal Property Securities Act 2009 (Cth) (PPSA), including any regulations made under the PPSA (as amended from time to time), and any amendments to other legislation resulting from the PPSA."
- **"GST"** refers to the Goods and Services Tax as outlined in the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).

Quotations

- Any quotation provided by Lignum DC is considered an invitation to treat and does not constitute a contractual offer. Quotations remain valid for 30 days from the date of issuance; however, Lignum DC reserves the right to withdraw or modify the quotation at any time.
- Quotes are based on the material costs available at the time the Quote is prepared and are contingent upon the timely provision of necessary materials and instructions by the Customer to Lignum DC
- Lignum DC is not required to begin work until the Customer has accepted the Quote by via email link provided or signing the quote and emailing back and payment of 40% deposit has been received
- By accepting the Quote, the Customer acknowledges and accepts these Conditions of Trade along with the most recent Quote provided by Lignum DC
- The prices outlined in the quotation are based on the specifications, drawings, and/or requests submitted by the Client. If there are any changes to these specifications or requests, Lignum DC reserves the right to amend the quoted price.
- All quoted prices are exclusive of GST unless explicitly stated otherwise.
- The quotation is based on a surface-level inspection. Lignum DC cannot be held liable for any additional work or costs not specified in the quotation. If unforeseen costs arise, Lignum DC will notify the Client and agree on the most appropriate way to proceed.
- Parking and permits may not be included in quotes and will be added to the final invoice if required.
- Once the quote is accepted, any cancellation of work, whether before or during the construction, will incur charges for the full costs of materials, labour completed to date, and an administration fee.
- The property manager, acting as the landlord's representative, may accept the quote on behalf of the landlord. The property manager is responsible for obtaining the necessary approvals from the landlord and providing evidence of such approvals

Invoicing

- Lignum DC will provide the Client with a tax invoice in accordance with GST Law for the fees and services rendered.
- Lignum DC may issue an invoice to the Client once the Services are completed.
- Upon receiving a valid invoice for the completed work ("the Invoice"), the Client is required to make payment by the due date specified on the invoice.
- If the Client does not make payment by the due date specified on the invoice, Lignum DC will apply a late payment fee of 1.5% + GST per week on any outstanding balance, along with a \$250 + GST administration charge.
- If the Client fails to make payment by the specified due date, Lignum DC reserves the right to suspend further Services or any additional work until the outstanding invoice is fully settled.
- If payment is not received by the due date, Lignum DC may require advance payment for any future Services or any portion of the Services that remain incomplete.

- If payment is not made by the due date, Lignum DC may involve legal representation, a debt collection agency, or file a VCAT claim to recover the outstanding amount. The Client acknowledges that payment is expected by the due date specified in the quote or invoice, and failure to meet this deadline will incur additional charges to cover the costs of follow-up actions.

- Rates are subject to change without prior notice. Any changes to the scope of work, whether made by the Client or Lignum DC, including any applicable charges or fees under these terms, may result in a revised total quotation amount. The Client may be required to pay any difference between the original and updated price, even if a confirmation email or signed agreement has been provided. Lignum DC is not responsible for supplier price changes; if a supplier alters their costs, any such changes will be passed on to the Client.

- Depending on the project type, materials, and total cost, a deposit or full payment may be required. Work will not commence until the deposit has been successfully processed by Lignum DC, and the Client has received written confirmation from Lignum DC.

- The deposit acts as security for the project and will not be applied to the final invoice until the remaining balance is due. The deposit must be paid by the due date specified on the deposit invoice.

- Progress payments are invoiced once certain Goods are completed and must be paid by the due date specified on the invoice.

- At the end of each week before the completion of the Order, Lignum DC may issue one or more invoices for either a proportion or the full amount of the Quote. The proportion will be determined at Lignum DC's discretion, based on work completed to date, work planned for the future, or a combination of both. Payment for the invoiced amount may be required in advance before any further Goods or Services are provided.

Completion of Order Invoice: Upon completion of the provision of Goods or Services, or at any time thereafter, Lignum DC may issue an invoice for the total amount of the Quote, any outstanding balance, Additional Charges, and any amounts not previously invoiced. If no Quote was provided, the invoice will reflect Lignum DC charges for the work completed in fulfilling the Order, along with any Additional Charges.

Final Payment: The deposit amount will be included in the final invoice, with the remaining balance due by the specified due date on the invoice.

If payment is not made by the specified due date, Lignum DC reserves the right to cancel the work as per its Cancellation Policy.

When transferring funds to Lignum DC's bank account, the Client must provide the transaction details, including the time, date, receipt number, and the relevant invoice number. Lignum DC is not responsible for any fees or charges imposed by the bank during the transaction.

Indemnity

The Customer agrees to indemnify and keep Lignum DC, including its employees and agents, fully indemnified against any claims, demands, or actions brought by any person (including the Customer), arising from or related to the provision of Goods or Services, any Order, or matters covered by these Terms of Trade. This indemnity includes covering any losses, legal costs, or party/party legal costs for which Lignum DC may be held liable in connection with such claims or demands. This indemnity remains effective even after the termination of these Terms of Trade

Jobs on Hold

- Once the quote has been accepted, if the Client requests to place the job "On Hold," either before or during the work, the Client will incur charges for the full cost of materials, labour completed to date, a \$200 administration fee, and any cancellation fees imposed by Lignum DC's suppliers. These charges will be deducted from any deposits already paid. If no deposit has been made, an invoice for the costs will be issued, with payment due by the due date specified on the invoice.

Cancellation

- After the acceptance of the quote, if the Client cancels the work, either before or during the project, the Client will be charged for the full costs of materials, labour completed to that point, a \$250 administration fee, and any cancellation fees charged to Lignum DC by our suppliers. These costs will be deducted from any deposits already paid. If no deposit has been made, an invoice will be issued for the total costs, with payment due by the date specified on the invoice.
- The Client has the right to cancel or modify the service up to five (5) business days prior to the scheduled start of work.
- If the Client cancels or modifies the service within five (5) business days of the scheduled start date, the Client will incur cancellation fees as described. If the Client cancels or modifies the service after the tradespeople have arrived, once the work has begun, or during the course of the work, the cancellation fee will equal the full cost of the cancelled work unless the cancellation is due to unavoidable, justifiable circumstances.
- If the Client breaches any obligations (including payment) under these Terms and Conditions, Lignum DC may, at its discretion, suspend or terminate the provision of Goods and/or Services. Lignum DC will not be liable for any loss or damage the Client may experience as a result of exercising these rights.
- Lignum DC reserves the right to cancel any contract governed by these Terms and Conditions or cancel the delivery of Goods at any time before delivery by providing written notice to the Client. Upon giving such notice, Lignum DC will refund any payments made by the Client for the Goods. Lignum DC will not be liable for any loss or damage arising from such cancellation.
- If the Client cancels the delivery of Goods, the Client will be responsible for any losses incurred by Lignum DC as a direct result of the cancellation, including but not limited to any loss of profits.
- Cancellations of orders for Goods made to the Client's specifications or for non-stock items will not be accepted once production has begun or an order has been placed.

Warranty

The Services will be carried out by qualified Tradespeople who have the necessary skills, training, knowledge, and experience to perform the services offered by Lignum DC. All work will be conducted with due care and in accordance with relevant industry standards (Workmanship Warranty).

The Client is responsible for the ongoing maintenance of their property, including ensuring contractor grades around the house are kept in proper condition. Any damage caused by the Client's negligence, improper maintenance, or alterations, changes, or additions made by anyone other than Lignum DC or subcontractors appointed by Lignum DC will not be covered by the warranty.

If a defect arises during the warranty period due to defective materials, poor workmanship, or incorrect arrangement, Lignum DC will repair the defect, including any adjacent work that may need to be modified, at no cost to the Client.

Goods purchased and installed by Lignum DC may be covered by a Manufacturer's Warranty. The Client understands that the manufacturer is responsible for honouring any such warranties. Additionally, Lignum DC provides a 30-day labour guarantee, meaning if any equipment installed by Lignum DC fails within 30 days of installation, no labour charges will apply for a second or return visit.

The warranty does not cover modifications, user errors, lack of regular maintenance, repairs or services not authorized by Lignum DC, removal or reinstallation of the product, normal wear and tear, deterioration, malfunctions caused by accidents or power failures, misuse, negligence, or acts of nature.

For a period of twelve (12) months from the completion of work and the issuance of the job invoice, Lignum DC will repair any defects in workmanship related to services performed under the accepted quote and invoiced job at no charge to the Client.

This warranty becomes effective when the work is completed, but warranty claims can only be made once full payment has been received and credited to Lignum DC Pty Ltd. Warranty repairs do not extend the original warranty period.

The warranty does not apply to maintenance repairs or retrofits.

The workmanship warranty does not cover materials, parts, or components supplied by Lignum DC as part of the services, which may be covered by separate manufacturer warranties.

Warranty service, repairs, or replacements will be provided only during business hours, from 7:30 am to 3:30 pm, Monday to Friday, excluding public holidays. The warranty does not cover modifications, user errors, failure to perform routine maintenance, repairs not authorized by Lignum DC Pty Ltd, removal or installation of the product, normal wear and tear, deterioration, malfunctions caused by accidents or power failures, misuse, negligence, or events beyond our control.

To the fullest extent allowed by law, any warranties, whether implied or otherwise, that are not explicitly stated in these Terms and Conditions are excluded. Lignum DC is not liable to the Client for any of the following:

- a. Any increased costs or expenses.
- b. Loss of profits, business, contracts, revenue, or anticipated savings.

- c. Loss or expenses arising from third-party claims.
- d. Any special, indirect, or consequential loss or damage resulting from Lignum DC's failure to complete, or delay in completing, the order or delivering the Goods.

If the Client wishes to make a warranty claim, they should contact Lignum Design & Construction Pty Ltd by phone at (03) 9000 0655 or via email at jobs@lignumdc.com.au, providing the following information:

1. The Client's name, address, and contact phone number.
2. A description of the services provided and the address where they were carried out.
3. Details of the defect in workmanship being claimed.
4. Evidence of the workmanship defect.

If required by Lignum DC, the Client must supply proof of purchase to make a warranty claim.

Any claims for short deliveries of Goods must be submitted in writing to Lignum DC within seven (7) days of the delivery date.

Ownership Retention

All equipment provided and installed by Lignum DC remains the property of Lignum DC until the Client has paid all amounts due to Lignum DC in relation to these Terms and Conditions. In the event of default by the Client, and without limiting any other rights Lignum DC may have at law or under this agreement:

- Lignum DC or its agents may, without prior notice to the Client, enter the Client's premises or any premises under the Client's control for the purpose of retrieving the Goods.
- Lignum DC may recover and resell the Goods.
- If the Goods cannot be clearly separated from other similar Goods the Client owns or claims to have paid for in full, Lignum DC may, at its discretion, seize all Goods that match the description of the Goods. These Goods will be held for a reasonable period to allow both Lignum DC and the Client to clarify their respective claims. Lignum DC will not be responsible for any loss, damage, or destruction to the Goods, nor for any loss or impact on the Client's business resulting from the seizure of the Goods.

Personal Properties and Securities Act

- The terms defined in this clause will carry the same meaning as set out in the PPSA (Personal Property Securities Act).
- Lignum DC and the Client acknowledge that these Terms and Conditions constitute a Security Agreement and establish a Purchase Money Security Interest (PMSI) in favor of Lignum DC over the Goods supplied, or to be supplied, to the Client as the Grantor under these Terms and Conditions.
- The Goods supplied or to be supplied under these Terms and Conditions are classified as "Other Goods" under the PPSA, acquired by the Client in accordance with these Terms and Conditions.
- Both Lignum DC and the Client agree that Lignum DC, as the Secured Party, has the right to register its interest in the Goods supplied, or to be supplied, to the Client as the Grantor on the PPSA Register as Collateral.
- The Client waives the right to receive any notice or a copy of the Verification Statement confirming the registration of a Financing Statement or Financing Change Statement regarding any Security Interest granted by the Client to Lignum DC.
- The Client agrees to indemnify Lignum DC on demand for any costs or expenses, including legal fees (on a solicitor-client basis), incurred by Lignum DC in relation to:

- 6.1 The registration, amendment, or removal of any Financing Statement filed by or on behalf of Lignum DC; and
- 6.2 The enforcement or attempted enforcement of any Security Interest granted to Lignum DC by the Client.

The Client agrees

- To the extent allowed by law, the provisions in sections 130 to 143 of the PPSA will not apply to these Terms and Conditions or the Security created under these Terms and Conditions.
- The Client agrees to waive their right to:
 - * Be notified of the removal of an Accession under section 95;
 - * Be notified of an intention to seize Collateral under section 123;
 - * Be notified of the disposal of Collateral under section 130;
 - * Receive a Statement of Account if no disposal occurs, as per section 130(4);
 - * Be notified of retention of Collateral under section 135;
 - * Redeem the Collateral under section 142;
 - * Reinstate the Security Agreement under section 143;
 - * Object to the Secured Party purchasing the Collateral under section 129;
 - * Receive a Statement of Account under section 132(3);
 - * Receive details after a disposal, showing amounts paid to other Secured Parties and whether their Security Interests have been discharged.

Customer Default

The following events constitute an event of default by the Customer:

- The Customer breaches, or is alleged to have breached, these Terms of Trade for any reason (including, but not limited to, failing to make any payment due under these Terms of Trade) and does not rectify the breach within 14 days after receiving notice from Lignum DC
- If the Customer is an individual, they commit an act of bankruptcy.
- If the Customer is a corporation, the following events occur:
 - A petition is filed, an order is made, or a meeting is called to consider a resolution to wind up, deregister, or dissolve the Customer.
 - A receiver, receiver and manager, or administrator under Part 5.3A of the Corporations Act 2001 is appointed over all or part of the Customer's property and business.
 - A scheme of arrangement is entered into (other than for the purpose of restructuring).
 - The Customer makes an assignment for the benefit of creditors.
 - The Customer attempts to assign its rights under these Terms of Trade without obtaining prior written consent from Lignum DC
 - The Customer ceases or threatens to cease conducting its business in the normal course.

Upon the occurrence of an event of default, and unless full payment has been received Lignum DC, Lignum DC may:

- Terminate these Terms of Trade.
- Terminate any or all Orders and credit arrangements (if any) with the Customer.
- Refuse to deliver Goods or provide further Services.
- In accordance with clause 9(c), repossess and resell any Goods delivered to the Customer for which payment has not been made.
- Retain, where applicable, any funds paid in advance for Goods, Services, or otherwise.

Additionally, upon an event of default, all outstanding invoices will become immediately due and payable.

Exclusions

- The price agreed upon does not cover any expenses related to damage caused by hidden or unforeseen issues discovered at the job site. This includes, but is not limited to, structural issues, existing site conditions, heritage or preservation orders, or the presence of hazardous substances, unless specifically mentioned in the Quotation.
- The Quotation excludes any items or tasks necessary to complete the work that are not listed. The Client is responsible for providing these additional tasks. Lignum DC may adjust the Quotation if the Client requests additional work to be done.

General

- These Terms and Conditions shall be interpreted and governed by the laws in force in the State of Victoria and the Commonwealth of Australia, as amended from time to time.
- These Terms and Conditions form the complete and exclusive agreement between the parties, and any modifications to them must be made in writing and agreed upon by both parties.
- These Terms of Trade take precedence over all previous oral and written negotiations and communications between the parties.
- If any provision of these Terms and Conditions is found to be invalid, unenforceable, or illegal, it will be severed, and the remainder of these Terms and Conditions will remain in effect.
- No waiver by Lignum DC of any of these Terms and Conditions, or failure to exercise any right or remedy, shall be construed as a further waiver of the same or any other term, condition, right, or remedy.

Media Use

- We may capture photos or videos of your property, or the areas where we are performing work (excluding personal information such as address, street name, or personal belongings) for internal purposes and marketing, including use on our website, social media, and in print materials. By proceeding with our services, we assume your consent to this. You may withdraw your consent at any time.