

## ADVANCED GLASS PTY LTD TERMS OF TRADE

1. This order is valid for 60 days from the date of the order. Our prices include measurements, fabrication, delivery and installation of materials specified above unless otherwise stated.
2. Price does not include evening or weekend working hours. Normal working hours are 7:00 am to 4:30 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.  
Advanced Glass Pty Ltd will not be responsible for any discrepancies in customer provided measurements.
5. Advanced glass pty ltd provides no Warranty for any glass breakage after installation is complete, this includes toughened glass breakage ( as cannot be determined cause of breakage once its broken) laminated glass breakage, double glaze, thermal breakage.
6. Hardware and consumables warranty is as per suppliers warranty
7. If existing obstructions are needed to be removed or customer's structure needs to be modified or corrected for installation, Advanced Glass Pty Ltd reserves the right to require customer to modify the work area. If this action results in an installation time increase and/or reschedule, there may be extra charges.
8. Advanced Glass Pty Ltd shall not be responsible for damage to its work by others. Advanced Glass Pty Ltd will not be responsible for special incidental or consequential damages.
9. In case Advanced Glass Pty Ltd is required to provide labor to install "customer provided" materials, Advanced Glass Pty Ltd 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.
10. Any items not specifically listed and priced in 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.

11. Lead times given are based on information received by suppliers and manufacturers and are subject to change at anytime and without notice, therefore Advanced Glass Pty Ltd shall not be held responsible for delays caused by suppliers and manufacturers.

12. If Contractors assert nonpayment due to nonpayment from Owner, Advanced Glass Pty Ltd reserves the right to contact said Owner regarding the status of payments on the Project.

13. 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, 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. Advanced Glass Pty Ltd does not assume any responsibility for damages due to or during removal of existing materials.

15. Advanced Glass Takes no responsibility for drilling into any services e.g. electrical, plumbing that is in or behind ground or wall plaster/timber/tiles/paving if the location of services is not provided by the client in writing prior to work commencing.

16. All glass and/or mirror products must be inspected at the time of pick up/delivery or installation. Advanced Glass Pty Ltd is not responsible for glass and/or mirror once it leaves the store premises or has been accepted after delivery/installation.

17. On acceptance of the price quoted for the order, Customer agrees to pay a 30% deposit for materials and labor, and to pay the remaining balance of the agreement upon completion of the work. The remaining balance will be paid on the completion of work, and will be charged according to the original payment method on file unless other payment arrangement is made by Customer at the time of payment of deposit.

18. 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 Advanced Glass Pty Ltd to pay all costs of collection including but not limited to attorney's or collection agent's fees.

19. Advanced Glass Pty Ltd 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 glass installation are explicitly the customer's responsibility.

20. If any dimensions are changed after Advanced Glass Pty Ltd measurement is completed and the changes in dimensions lead to inability of installation, there will be additional charges as much as fabrication of all materials.

21. Advanced Glass Pty Ltd 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 two or more Advanced Glass Pty Ltd managers.

22. Due to the ambiguity of the AS1288-2021 Australian standards, some certifiers may request an onsite engineer report for frameless glass balustrades. Advanced glass pty ltd bears no responsibility for the costs associated with onsite engineer reports in the instance that they are requested for certification.

ACCEPTANCE OF ORDER: I accept the above-mentioned description of work for the above price. I agree to pay a 30% deposit for the materials and labor at the time of acceptance, as well as paying the remaining balance of the agreement