Terms & Conditions of Trade

Queensland Shower Screens - Gold Coast Shower Screens - Brisbane Shower Screens

- Definitions

 "Contract" means the terms and conditions contained herein, together with any Contation, order, invoice or other document or amendments expressed to be supplemental to this Contract.

 VSS means Q in Powell Investments Pty, Ltd ATF G W, Powell Family Trust TIA Queensland Shower Screens, Gold Coast Shower Screens, Brisbane Shower Screens, and orangers and any person acting on behalf of and with the authority of SS.

 "Client" means the person's, entities or any person acting on behalf of and with with the authority of the Client requesting USS to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:

 (a) if there is more than one Client, is a referencement on each Client jointly and severally, and

- (c) induces the Cuents second, and the Client's page 25 and 25 an
- details or next of kin and other contact information (where applicable), previous credit applications, credit stephy and pricing details.

 Tooksier in means small files which are stored on a user's computer. They are designed to hold a modest amount of disk (including Pressonal information) specific to a particular direct and website, and can be accessed either by the web server or that elers's computer. If the Client does not wish to allaw? Condition to prevail the heading to make it the Client shall be well be a long to the client's computer. If the Client does not wish to allaw? Condition to provide or he background when ordering from the website, then the Client shall have the right to entable disable provided on the website, prior to ordering Goods via the website.

 Prior Immers the Prior pepaleb (plus any GST where applicable) for the Goods as agreed between QSS and the Client is accordance with clause 6 below.

 *CSST means Goods and Gentees Tax as defined within the "A New Tax System (Goods and Deriverses Tax) Act 1999 (Clinosts and Deriverses Tax).

- ptance
 int is taken to have exclusively accepted and is immediately bound, jointly
 werally, by these terms and conditions if the Client places an order for or
 solivery of the Cooking.
 Clocations are deemed to be accepted when notice is given to CSS by
 orderst, SISSMAN, semal notification or when a deposit is reviewed into the
 ank account or cash is received by a representative of QSS and a receipt is
 with
- In the case of COD clients production will not commence until cleard deposit funds 23
- 2.4
- 2.6
- In the case of COD clients production will not commence until ceara sepose, manual are received by QSS. These times are valued by the second of which the consent of both parties. These times are said provided be the scent of any inconsistency with any other document or Contract between the Client and QSS. The Client advantages that the supply of Goods on restl shall not take effect until the Client has completed a credit application with QSS and it has been approved with a credit inter established for the account.

 In the event that the supply of Goods request exceeds the Clients credit limit and/or the account exceeds the payment terms, QSS reserves the right to refuse delivery and/or request an alternative payment method. Couldations provided are valid for the work that can be ordinarially assumed to be involved. The costs for additional unforeseen work that may become apparent or required during the manufacture and installation process may be passed onto the Client. 2.7
- The Client acknowledges and accepts that the supply of Goods for accepted or may be subject to availability and if, for any reason, Goods are not or cease!
- 29
- The Client advonwideges and accepts that the supply of Goods for accepted orders may be subject to availability and if, for any resoun, Coods are not or coses to be available, CSS reserves the right to vary the Price with attentative Goods as per clause 6.1 subject to proceed interests of the control of the Coods and agreement by both parties. CSS shall reserve the right, at their discretion to decline to provide any Goods ordered, and such cases GSS will not be held state for any loss or damage seffred as a result of non-supply of the Coods.

 In a result of non-supply of the Coods of the Coods of Coods or Services.

 Electronic signatures hall be deemed to be accepted who called you free high of the Coods or Services.

 Electronic signatures hall be deemed to be accepted by either party providing that the parties have compiled with Section 14 of the Electronic Transactions (Queensland) Act 2001 or any other applicable provisions of that Act or any Regulations referred to in that Act.

On-Line Ordering

- n-Line Ordering

 Client acknowledges and agrees that:

 CSS does not guarantee the websile's performance;

 CSS does not guarantee the websile's performance;

 Codes, therefore, all orders placed through the websile shall be subject to confirmation of acceptance by CSS

 on-line ordering may be unavailable from time to time for regularly scheduled maintenance andre or urgardes;

 there are inherent hazards in electronic distribution, and as such QSS cannot have a remaining the developed the companies of the companie
- QSS val not be liable for any issess which the Client suffers as a result of online-ordering not being available for for fleely or errors in transmitting orders; (e) when making a transaction through the website. the Client's information will pass through a secure serve using SSI, Secure societis laving monytion berchoody or any other similar technology as disclosed by QSS and/or displayed on the website. The encryption process ensures that the Client's information cannot be read by or altered by outside influences. (if the Client is not the cardiolafe for any credit card being used to pay for the Goods, QSS shall be entitled for early credit card being used to pay for the CSS reserves the right to terminate the Client's order if it learns that you have provided false or miseading information, interfered with other users or the administration of QSS's business, or violated these terms and conditions.

- Errors and Omissions
 The Clear scinovelegas and accepts that CSS shall, without prejudice, accept no inability in respect of any alleged or actual error(s) and/or omission(s):
 (a) resulting from an inadvertent midate made by QSS in the formation and/or administration of this Contract, administration of this Contract, administration of this Contract, administration of the Scontract, administration of the Scontract, administration of the Scontract, and in the Contract administration of the Services.

 In the event such an error and/or omission occurs in accordance with clauses 4.1, and is not attributable to the neglipione and/or with missionated or 505s; the Client shall not be entitled to treat this Contract as repudated nor render it rivalid.
- 4.2

laringe in Control
Client shall give QSS not less than fourteen (14) days prior written notice of any
posed change of ownership of the Client and/or any other change in the Client's
sis (including but not limited to, changes in the Client's name, address, contact
ner or fax numberis, change of trustees or business practice). The Client shall be
tel for any loss incurred by QSS as a result of the Client's failure to comply with

- Price and Payment
 At QSS's sole discretion, the Price shall be either:
 (a) as indicated on any invoice provided by QSS to the Client; or
 (b) the Price as at the date of delivery of the Goods according to QSS's supplied

- (a) as indicated on any invoice provided by QSS to the Client, or (b) the Price as at the date of delivery of the Codes according to QSS's supplied valid quitoflori, or (c) QSS's quoted price (subject to diause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of thinly (30) days.

 QSS reserves the right to change the Price if a variation to QSS's quotation is requested. Variations will be charged for on the basis of QSS's quotation, and will be detailed in writing, and shown as variations on QSS singeries the relicion of the detailed in writing, and shown as variations on QSS singeries (and the detailed in writing, and shown as variations on QSS singeries) will be payable by the Client on the date's determined by QSS, which may be:

 (a) minimum 50% deposit to confirm production
 (b) balance on delivery of the Goods;
 (c) balance before delivery of the Goods;
 (d) if per arranged cred account is not place then either 7, 14 or 30 days from date of invoice of 30 days following the end of the morth; or QSS perisions.

 (d) if per arranged cred account is not place then either 7, 14 or 30 days from date of invoice or 30 days following the end of the morth; or QSS perisions.

 (d) if per arranged cred account is not place then either 7, 14 or 30 days from date of since the contain, price to delivery of the Goods;

 (c) balance before delivery of the Goods;
 (d) if per arranged or the contain, price to delivery of the contains a since the contains of the contains of

other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

Default and Consequences of Default

- Default and Consequences of Default
 Interest on overdue invices shall acruse delay from the date when payment becomes
 Interest on overdue invices shall acruse delay from the date when payment becomes
 morth fand at GSS's sole discretion such interest shall compound monthly at such
 a rate) after as well as before any judgment.
 If the Client ower GSS any momey the Client shall indemoting OSS from and against
 all costs and disbursements incurred by GSS in recovering the debt (including but
 not limited to internal administration flees, legal costs on a solicitor and own client
 basis, GSS's contract default fiee, and bank dishnorur fees). Further to any other rights or remedes GSS may have under this Contract, if a Client
 has made payment to GSS, and the transaction is subsequently reversed, the Client
 has made payment to GSS, and the transaction is subsequently reversed, the Client
 has the lakel for the amount of the reversed transaction, in addition to any further
 state that the client of the amount of the contravention to the Client's obligations under
 this Contract.
 Without prejudice to GSS's other remedies at law GSS shall be entitled to cancel any
 to GSS shall, whether or not due for payment, become immediately payable of.
 (a) any money payable to GSS becomes overdue, or in GSS's opinion the Client who can be a payment to the interest of the remedies at law of the contraction of the Client's and the contraction of the contraction of the Client's spayable of.
 (b) the Client has exceeded any applicate credit first provided by GSS;
 (c) the Client becomes insolvent, convenes a meeting with its creditors or proposes
 or enters into an arrangement when telling or or chemically or similar person is
 appointed in respect of the Client Client or any asset of the Client separate of the

 Deliver/Installation of GOGdS

Delivery/Installation of Goods

- installation ("Delivery") of the Goods is taken to occur at the time that: Client or the Client's nominated carrier takes possession of the Goods at 3's address, or
- (a) the Lient or the Client's nominated carmer takes possession of the Goods at CSSs address; cominated carrier) delivers the Goods to the Client's nominated address even if the Client's not present at the address. And the Committee of the Client's not present at the address. And the committee of the Client's not present at the address. And the committee of the Client's not the committee of the Client's not address that be invoked and paid in accordance with the provisions in these terms and conditions. Any time specified by CSSs for delivery and or installation of the Goods as a restinate only. The Client must take delivery by recipior or collection of the Goods wherever they are indered or dividery. CSSs will not be failed for any loss of manage incurred by the Client as a result of delivery being late. In the event that the Client is unable to take delivery of the Goods as arranged then CSS shall be entitled to charge a reasonable fee for redelivery and/or strongs. Pallarule to meet delevely deadlines cannot be constituted as a breach of contract and will not enable cancellation or warrant discounts for the order. In the case of dronor off ensisting shower screens, CSS will at all times ensure best practices but will not be responsible to damage that occurs as a result of formovallation. 8.2

- in the case of retrivival or existing slowler screens, Lss s will at a times ensure best practices but will not be responsible to drange that cours as a result of retrivialisticut.

 CSS will advise client of any issues which become apparent during the stripout or installation process. The client will be responsible for retrification before installation can be completed. In the case of installation not being able to be completed use to unforeseen issues in the case of installation not being able to be completed use to unforeseen issues in the case of installation on the register of the complete the set. The job will be deemed to be completed the unforeseen issues installation change will be required to return to complete the installation. The client activorisedings that they have instructed CSS in installation structures and surfaces that may be old or have been constructed by others and that CSS liability extends only to the product supplied and or installation (SSS be installation of the constructure) of the constructure of the c
- 8.9
- The costs of subsequent re install if required will be born by the client. The costs of subsequent re install if required will be born by the client. cases where waterproofing is not installed to code as set out in the Austra durards AS 3740 2021 Waterproofing of Domestic Wet Areas, CSS accept ponsibility for damage that my occur as a result if water leakage and ingress.

- NISK
 Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.

 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, CSS is entitled to neceive all insurance proceeds pepalle for the Goods. The production of these terms and conditions by GSS is sufficient evidence of GSS rights to receive the insurance proceeds without the need for any person deling with GSS in passe fauther quiesed. Set without the center of the production of the Goods to an unattended clouds on CSSs premises for collection or to deliver the Goods to an unattended clouds the suit and Goods that the left at the 9.2
- to deliver the Goods or at water.

 Client's side risk.

 Risk of damage to the property or personal effects in which goods and services are being provided is at the Clients risk. CSS will not be held responsible for accidental damage to propery or personal items or effects whilst undertaking services and
- wors.

 To mitigate risk of damage to property and personal effects, clients are required to remove items and clear the way for QSS to deliver and install goods. In accordance with Workplace Health and Safety all QSS employees and representatives are required to wear foot protection at all times whist working. Clients are requires dover floors where necessary to minimise the risk of damage. Clients are required over motor where recessary to minimise the risk of darlag QSS requires the client to notify us of the location of any water pipes prior installation. QSS will not be held responsible if water pipes are damaged when
- QSS cannot be held responsible for inderlying issues resulting from poor, compromised or non existant waterproofing.

- OSS and the Client agree that ownership of the Goods shall not pass until: the Client has paid GSS all amounts owing to GSS; and the Client has not all of its other obligations to GSS. (a) Receipt by GSS of any form of payment their than cash shall not be deemed to be payment until that from of payment has been honoured, cleaned or be payment, until time source, payment recognised.

 (b) It is further agreed that, until ownership of the Goods passes to the Client accordance with clause 10.1:

 (c) the Client is only a ballee of the Goods and must return the Goods to QSS on Total Control of the Goods and must return the Goods to QSS on Total Control of the Goods and must return the Goods to QSS on Total Control of the Goods and To

- (c) the United its drive a content or in the County and union assume that the County of the County o
- for the benefit of QSS and must sell, dispose of or return the resulting product to QSS as it so directs;
 (g) the Client irrevocably authorises QSS to enter any premises where QSS believes the Goods are kept and recover possession of the Goods;
 (h) QSS may recover possession of lany Goods in transit whether or not delivery has
- occurred;
 (i) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property
- of QSS;
 (j) QSS may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.

- Personal Property Securities Act 2009 ("PDRA")
 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPOA. Upon asserting to these lems and contains in writing the Client acknowledges and agrees that the PPOA and roads alone, statement security agreement and the PPOA and roads alone, statement security agreement contained and the PPOA and roads alone, statement security agreement collected (account) being a monetagy obligation of the Client to DSS for goods and services—that have previously been supplied and that will be supplied in the future by QSS to the Client.

 The Client undertakes to:

 (a) or on the Client of Client of Client to Client to Client of Clien
- - e Client undertakes to: promptly sign any sturther documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which QSS may reasonably requite to; (i) register a financing statement or financing change statement in relation to a security interest on the Personal Proporty Securities Register; (ii) register any other document required to be registered by the PPSA or (iii) cornect a defect in a statement referred to in dause 11 (Jaij) or 112(a)[ii]; indemnify, and upon demand reimburse, QSS for all expenses incurred in registering a financing statement of nationing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged three/by.

 - (c) not registed a maniforing charge statement in respect or a security mitrests without the prior without consent of QSS. (d) not register, or permit to be registered, a financing statement or a financial charge statement in relation to the Goods and/or collateral [account] in favour of charge statement in relation to the Goods and/or collateral [account] in favour of immediately advise QSS of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.

- 11.6
- 11.7
- QSS and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.

 The Client valves their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 123(4) of the PPSA.

 The Client valves their rights as a grantor and/or a debtor under sections 142 and 43 of the PPSA.

 Unless otherwise agneed to in writing by QSS, the Client walves their right to receive a verification statement in accordance with section 157 of the PPSA.

 The Client must unconditionally ratify any actions taken by QSS under clauses 11.2 to 11.4.

 Subject to any express provisions to the contrary (including those contained in this clause 111 of the 15 to 11.4. 11.4. Diject to any express provisions to the contrary (including those contained in this use 11), nothing in these terms and conditions is intended to have the effect of ntracting out of any of the provisions of the PPSA.

- Security and Charge In consideration of the PTSA.

 Security and Charge In consideration of QSS agreeing to supply the Goods, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of lessing charged, comed by the Client either now in the future, to secure the performance by the Client of its obligations under these terms and conditions. The Client inferenties GSS from and against all GSSs costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising GSSs rights under this clause.

 The Client riverocably appoints QSS and each director of QSS as the Client's true and lawful attempts to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on the Client's behalt.

- Defects, Warranties and Returns
 The Client must inspect the Goods on deliveryl installation and must within twenty-four (24) hours of deliverylinstallation notify QSS in writing of any evident defectifdramage, shortage in quantity or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods as soon as neasonably possible after any such defect becomes evident. Upon such notification the Client must allow QSS to inspect the Goods. Under applicable after any such defect becomes evident. Upon such notification the Clerk must notify any other application the Clerk must not statutory jumpled guarantees and warrantees (including, without limitation the CCA), cortain statutory implied guarantees and warrantees (including, without limitation the Statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees).

 OSS must be given the opportunity to rectify any defects that present themselves during or after installation. OSS do not accept responsibility for minor imperfections in glass, aluminium, slight colour variations of glass, metal, small sculf marks or scratches not visible from a statance of 3 m field in a perpendicular position using daylight without direct suntigify, etc. as per Australian Shandrack.

 OSS anonate of plass, metal, small sculf marks or scratches not visible from a statance of 3 m field in a perpendicular position using daylight without direct suntigify, etc. as per Australian Shandrack.

 OSS anonate of glass, metal, small sculf marks or scratches not visible from a scratche son of the Non-Evodded Guarantees.
- 13.3
- 13.4
- exclude the Non-Excluded Guarantees.

 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, CSS makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. QSS sliability in respect of these warranties is limited to the fullest extent
- Goods. OSS's liability in respect of these warranties is limited to the fullest extent permitted by leav. If the Client is a consumer within the meaning of the CCA, QSS's liability is limited to the extent permitted by section 644 of Schedde 2. If GSS is required to replace the Goods under this clause or the CCA, but is unable to do so, QSS any getted any money the Client has paid for the Goods. If the Client is not a consumer within the meaning of the CCA, QSS's liability for any detect or damage in the Goods is.

 (a) limited to the value of any express warranty or warranty card provided to the client by QSS at QSS's so describerd, (b) limited to any warranty to which QSS is entitled, if QSS did not manufacture the Goods; 13.9

- 13.10
- Ly currense negated absolutely. Subject to the Gase 1.4 internationals will only be accepted provided that: (a) the Client has conspiled with the provisions of classe 13.1; and (b) CSS has appead that the Coods are effective; and (c) the Coods are returned within a reasonable time at the Client's cost (if that cost is not significant or associated time at the Client's cost (if that cost is not significant and is accessed to the Coods are returned in as close a condition to that in which they were delived as all provides. Notwithstanding classes 13.1 to 13.10 but subject to the CCA QSS shall not be lable for any effect or damage which may be caused or partly caused by or arise as a result of:
- (b) the Client using the Goods tor any purpose town was according to the Goods to any according to the Client confinning the use of any Goods after any deflect became apparent or should have become apparent to a reasonably prudent operator or user, (d) the Client failing to follow any instructions or guidelines provided by CSS. (e) fair wear and tear, any accoder, or act of God. CSS may in its absolute discretion accept non-defective Goods for reflum in which secure CSS may require the Client to ps handling fees of up to to twenty percent (20%) of the value of the returned Goods plus any fleight costs. Subject to clause 13, nuclambled, or non-solical tileman or Goods made or ordered to the Client's specifications are not acceptable for credit or return.
- 13 12

- Intellectual Property
 Where GSs has designed, drawn or developed Goods for the Client, then the copyright in any designs and diswings and documents shall remain the property of GSS, binder no commentances may such diseligns, drawings and documents be used. The Client warrants that all designs, specifications or instructions given to GSS will not cause GSS in infigure surparent, registered design or trademark in the exaction of the Client's order and the Client agrees to indemnify GSS against any action taken by a third party against GSS in respect of any such infringement GSS in respect of any such infringement. The Client agrees that GSS may (at no cody use for the purposes of marketing or entry into any compellion, any documents, designs, drawings or Goods which QSS has created for the Client.

- Cancellation
- Cancellation
 Without prejudice to any other remedies QSS may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions QSS may support or terminate the supply of Goods to the Client. GSS will not be lable to the Client fully loss of damage the Client suffers because QSS has exercised its rights under this clause.

 QSS may cancial any Contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by dying withen notice to the Client. Onlying such notice QSS that lineapy to the Client any money paid by the Client for the Goods. QSS shall not be liable for any loss or damage whatsoever arising from such concellation.

 In the event that the Client cancels delivery of Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by QSS as a direct result of the cancellation (including, but not limited to, any loss of profits).

 Cancellation of Despoise orders for Goods, for for non-doctdist items, will definitely not be accepted once production has commenced, or an order has been placed.

Privacy Policy

- Privacy Policy
 Al emals, documents, images or other recorded information held or used by QSS is
 Personal Information, as defined and inferred to in clause 16.3, and therefore
 considered Confidented Information, QSS acknowledges is Colligation i relation to
 the handling, use, disclosure and processing of Personal Information pursuant to the
 Privacy Act 1988. (The Act) including the Part III. Cof the Act being Privacy
 Ameriment (Notificable Data Breaches) Act 2017 (NDB) and any statutory
 requirements, Where relevant in a European Economic Avez (EEA), under the EU
 Data Privacy Laws (including the General Data Protection Regulation ("OPPR")
 (collectively, "EU Data Privacy Laws), CSS acknowledges that in the event it
 becomes aware of any data breaches and/or disclosure of the Clients Personal
 information, table y OSS that may result in serious ham to the Client, CSS will notify
 the Client in accordance with the Act and the CDRP. Any release of such Personal
 information must be in accordance with the Act and the CDRP Aliver relevant) and
 must be approved by the Client by written consent, unless subject to an operation of
 law

- misst be approved by the Client by written consent, unless subject to an operation of must be approved by the Client by written consent, unless subject to an operation of Notwithstanding clause 16.1, privacy limitations will extend to QSS in respect of Cookies where transactions for purchasesforders transpire directly from QSSs website. QSS agrees to display reference to such Cookies and/or similar tracking technologies, such as posted and web beacons (if applicable), such technology allows the collection of Personal Information such as the Client's.

 (a) P address, browser, email client by part of their similar details;
 (b) tracking website usage and traffic; and the Client's of the Client's

- (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
 The Client consents to QSS being given a consumer credit report to collect overdue payment on commercial credit.
- payment on commercial credit. The Client agrees that personal credit information provided may be used and retained by QSS for the following purposes (and for other agreed purposes or required by):

 - required by:

 (a) the provision of Goods, and/or

 (b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods, and/or

 (c) processing of any payment instructions, direct debt facilities and/or credit facilities requested by the Client and/order credit facilities requested by the Client and/order leating to the Codes.

 CSS may give information about the Client to a CRB for the following purposes:

 (b) allow the CRB to create or maintain a credit information file about the Client including credit history.

- including credit history.

 Including credit history.

 Personal information as outlined in 16.3 above;
 name of the credit provider and that CSS is a current credit provider to the Client;
 whether the credit provider is a licensee;
- (d) type of consumer credit;
 (e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount
- requested):

 (I) advice of consumer credit defaults, overdue accounts on the amount or outstanding mones which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and CSS has been paid or of herwise discharged and all details surrounding that discharge (e.g. delies of payments):

- (g) information that, in the opinion of OSS, the Client has committed a serious credit infringement; (h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (§15 ov). The Client shall have the right to nequest (by e-mail) from OSS: (a) accept of the Presonal Information about the Client related by OSS and the right to request that OSS correct any incorrect Personal Information and (b) that OSS does not disclose any Personal Information about the Client for the purpose of direct marketing.
- 16.10 QSS will destoy Personal Information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfill the obligations of this Contract or is required to be maintained and/or stord in accordance with the law.

 16.11 The Client can make a privacy compliant by contacting QSS will e-mail. QSI will respond to that compliant with seven (7) days of recept and will take all reasonable staps to make a decision as to the compliant with in thiny (30) days of recept of the compliant. The week that the compliant is the second of the compliant of the information. Commissioner at www.olic.gov.au.

- Unpaid Seller's Rights
 Where the Clear has left any stem with OSS for repair, modification, exchange or for
 OSS to perform any other services in relation to the tilem and OSS has not received
 or been inneferred the whole of any monies owing to it by the Client, OSS shall have,
 until all monies owing to OSS are paid:
 (a) a lien on the item; and
 () the right to testion rosel the item, such sale to be undertaken in accordance with
 any legislation applicable to the sale or disposal of uncollected goods.
 The lien of OSS shall continue design the commencement of proceedings, or
 judgment for any monies owing to OSS having been obtained against the Client.

Service of Notices

- received.
 (a) by handing the notice to the other party, in person;
 (b) by leaving it at the address of the other party as stated in this Contract;
 (c) by sending by registered post to the address of the other party as stated in this Contract;
 (d) if sent by facisinile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of contimination of the transmission;
 (if it sent by the bit to either party is also known email address.)
 (if it sent by SMS or MMS to the clientists known prome number. Any notice that is pacted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been definered.

18.2

- Trusts
 If he Client at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust (Trust') then whether or not QSS may have notice of the Trust, the Client covenants with QSS as follows:
 (i) the Contract decreases to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund;
 (ii) the Client tax all and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client away the right of indemnity and the provisions of the Trust do not purport to exclude or take away the right of indemnity. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity.
 (i) the Client will not without consent in writing of QSS (QSS will not unresconably withhold consent, quase permit or serifer to happen any of the following events;
 (ii) the memoral, replacement or referement of the Client as trustee of the Trust;
 (i) any alteration to or variation of the terms of the Trust.
 (i)

- (ii) any advancement or distribution of the terms of the Trust;
 (iii) any advancement or distribution of capital of the Trust; or
 (iv) any resettlement of the trust property.

- General

 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, on shall it affect that party's right to subsequently reflects that provision. If any provision of these terms and conditions shall be invalid, void, llegal or unenforceable the validity, existence, legally and enforceability of the remaining provisions shall not be affected, rejected or in the provision shall not be affected, rejected or in the provisions shall not be affected, rejected or in the provisions shall not be affected, rejected or in the provisions shall not be affected, rejected or in the provisions shall not be affected, rejected or in the provision shall not be affected to the provision of the provision of these terms and conditions shall not be affected to the provision of the provision
- shall be invalin, vol., liegal or Unerhotocease are vanish, essainos, legisiny and emboscibility of the mainising provisions shall not be effected, rejectificed to remainist provisions shall not be effected, rejectificed to These terms and conditions and any Contract to which they apply shall be governed by the leave of Queensland, the state in which QSS has the principal pales of business, and are subject to the jurisdiction of the Southport Counts in Queensland. Subject to clause 15, QSS shall be under no inbillity whatsoeve to the Client for any indirect and/or consequential loss and/or expense (including loss of prott), physical or financial jurijus systemed by the Client arising out of a treath by QSS of these of remainal jurijus systemed by the Client arising out of a treath by QSS of these of the Client Control. SSS may license and/or assign all or any paid of its rights and/or obligations under this Contract without the Clients consent. The Client cannot license or assign without the written approval of QSS. QSS may license and/or assign all or any paid of the Services but shall not be relieved the Client any leading provides and the contract without the Clients of the Contract by so coint grows any instruction to The Client cannot configured the contract without the Client and the Contract of the Client and the Client and the Contract of the Client and th

- Special Clauses
 The Client hereby advowledges that shower screens are designed to contain the majority of the water indick, they are not designed or intended to be 100% water tight, and some water seepage or drips may cocor.
 The Client acknowledges that Cloeks supplied may eithbit variations in shade tome, colour, between sufficient, and may fade or change colour over time. Back painted or printed glass product closures are difficient by the installar limit he glass which may cast a green flow time. QSS will make every effort to match colours exactly to supplied colour swatthes or or examples.