



MAGIC GLASS

ABN 15 060 723 033

magicglass.com.au

34A-36 BURROWS RD ALEXANDRIA NSW 2015

18 000 GLASS

info@magicglass.com.au

Quote

Date: 20 May 24

Quote #: Q65105

PO #: 1673-A

Term: 14 Days



<p>QUOTE BFMS 200 William St WOOLLOOMOOLOO NSW 2011 Attention: Greg Newton marquis@bfms.com.au 0488 388 313</p>	<p>Site Address: 207/200 William Street WOOLLOOMOOLOO NSW 2011 DP1040255 C/-BFMS</p>
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We have the pleasure in submitting the following quotation for the above-mentioned premises:

SCOPE OF WORKS

Description

Supply & Install to Australian Standards 1288

Replace broken glass in aluminium frame sliding door

Allowances for:

Works to be carried out during standard business hours

Dispose of existing

6.38 mm Clear laminated safety glass

Hinge door

Approximate size:

1 off 2053 x 610

Subtotal = \$880.00 + GST

frameless double hung

Approximate size:

1 off 1160 x 600

Subtotal = \$1,480.00 + GST

Area to be cleaned on completion

Please note: Frameless double hung window will need to be unlocked for final measurements

Total \$2,360.00

No Allowances for:

Thermal breakage

Colour matching due to old versus new

Damage to existing finishes – Including but not limited to paint, render, tiles, timber and joinery etc.

In the event that you wish to proceed with this quotation, please sign below where indicated and return to our office via email or fax.
All glass supplied and installed by Magic Glass complies with Australian Standards and a 1 year workmanship guarantee also applies on new installations. A three month warranty applies on workmanship of maintenance works, excluding normal wear and tear, unless otherwise agreed.
A cancellation fee of 50% applies for any work that has already been approved and then cancelled to cover costs of materials and processing.

See **TERMS & CONDITIONS** overleaf for full terms of trade.

Total:	\$2,360.00
GST:	\$236.00
Quoted Price:	\$2,596.00

Signature

Print Name and Position

Date

Terms and Conditions

Terms of Trade - Supply and Supply and Install

1. **Defined Terms**

- a. **Agreement** means the agreement between the Supplier and the Client for the supply of the Services, consisting of the Quote and these Terms and Conditions.
- b. **Australian Consumer Law** means the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).
- c. **Business Day** means a day which is not a Saturday, Sunday or public holiday.
- d. **Claim** includes any claim, including a notice, demand, debt, account, expense, damage, loss, cost, lien, liability, proceeding, litigation (including reasonable legal costs), investigation or judgment of any nature, whether known or unknown.
- e. **Client** means the entity or individual named in the Quote.
- f. **Consumer Guarantee** means a consumer guarantee as it applies to supplies made under this agreement, as set out in under Part 3-2, Division 1 of the Australian Consumer Law.
- g. **Force Majeure Event** means an act of God, epidemics and pandemics, fire, lightning, earthquake, explosions, flood, subsidence, insurrection or civil disorder or military operations or act of terrorism, expropriation, strikes, lockouts or other industrial disputes of any kind not related solely to the party affected. And any other event which is not within reasonable control of the party affected but does not include any act or omission of the other party.
- h. **GST** has the meaning given in GST Law.
- i. **GST Law** has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999*(Cth).
- j. **PPSA** means the *Personal Property Securities Act 2009* (Cth).
- k. **PPSR** means the Personal Properties Security Register.
- l. **Quote** means the quote attached to these Terms and Conditions issued by the Supplier to the Client.
- m. **Security Interest** has the meaning given in the PPSA.
- n. **Services** means the works provided by Magic Glass to the Client in accordance with the Quote including the supply of materials to perform the services as well as the service of performing delivery and/or installation.
- o. **Supplier (also referred to as Magic Glass)** means Magic Glass Pty Ltd (ABN 15 060 723 033).
- p. **Terms and Conditions** means these terms and conditions as varied or otherwise amended from time to time.

2. **Acceptance of Quote**

- a. Acceptance of the Quote may be made via email by the Client referencing the quote number and the contact name e.g., *20190101_Client Name*.
- b. The amount listed on the Quote may vary post site inspection and final measure, if deemed necessary by Magic Glass. The Client will be informed of any amendments/variations to the Quote as soon as reasonably practicable. Magic Glass reserves the right to vary the final amount for the Service and any materials provided to the Client.
- c. The Client agrees that the Quote cannot be cancelled for any reason. Magic Glass reserve the right to retain any amounts paid by the Client should the Client seek to cancel the Service to be provided. Additionally, Magic Glass is entitled to charge a cancellation fee equivalent to 50% of the Quote.
- d. Magic Glass reserves the right to alter these Terms and Conditions at any time. Any dispute relating to these Terms and Conditions are to be governed by the laws of the state of New South Wales. Each party shall submit to the non-exclusive jurisdiction of the courts of New South Wales in relation to any dispute regarding the Terms and Conditions.
- e. Any waiver or amendment to these Terms and Conditions must be in writing and approved by Magic Glass.

3. **Warranties**

- a. The Client warrants and agrees until all monies owing by the Client are paid to the Supplier:
 - i. the Supplier will have full ownership over the materials and goods used to supply the Service;
 - ii. the Client must keep the Supplier fully informed of the location of where the Service is to be carried out;
 - iii. the site or location the subject of the Service will be secured and adequately protected against theft and vandalism;
 - iv. the Client will maintain any materials of Magic Glass in good repair and working order;
- b. The Client further warrants to the Supplier that:
 - i. the Client is not subject to any actual, threatened or pending investigation, action, suit or proceedings by or before any authority;
 - ii. the Client is solvent;
 - iii. in the case of an entity, a liquidator, administrator and/or receiver etc, has not been appointed to the Client;
 - iv. in the case of an individual, a bankruptcy notice has not been issued to the Client;
 - v. any information provided by the Client to the Supplier prior to this Agreement and at the date of this Agreement is true and correct.
- c. The Client will provide immediate written notice to the Supplier if the Client becomes aware that a representation or warranty given by the Client under this clause has become untrue or misleading.
- d. The Client acknowledges that the Supplier has entered into this Agreement with the Client in reliance on the representations and warranties set out in this clause.

4. **Payment terms are as follows unless otherwise agreed**

- a. A 50% deposit of the quoted amount is required to be paid upon acceptance of the Quote (unless the Client has a current trading account with Magic Glass).
- b. Unless otherwise agreed by Magic Glass in writing, the remaining 50% balance of the Quote must be paid on completion/installation and/or finalisation of the Service. (Please note: If payment is not made, any material or goods installed by Magic Glass will be removed from the site. Any keys provided to Magic Glass for the site will be given/handed over to the Client or the Client's representative upon final payment).
- c. Payment of the remaining unpaid balance of the Quote may be paid by cash, cheque or credit/debit card upon delivery and/or installation. Payment may be made in EFT subject to the funds being clear or a remittance receipt of payment being supplied to

Magic Glass prior to delivery and/or installation. Surcharge of 3.1% applies to all payments by AMEX & 1.5% applies to all payments by Visa and MasterCard.

- d. If the payment is not received by the due date, Magic Glass reserve the right to remove its materials from the site including dismantling the installation of the materials. The Client acknowledges that Magic Glass is entitled to charge and the Client agrees to pay interest at 10% per annum, calculated daily on all amounts not paid by the due date.
- e. The Client agrees to be liable for and indemnifies Magic Glass from any and all costs associated with Magic Glass exercising its rights under these Terms and Conditions including recovering any debt that is due and payable by the client, administrative fees, commissions, legal costs, collection agency costs etc.
- f. The Client acknowledges and agrees that any Quote and invoice issued to it under these Terms and Conditions in respect of the Services is a claim made under the Building and Construction Security of Payments Act 1999 (NSW) (the Act).

Note: All jobs that are supply only (i.e., Pick up & Delivery) require the client to pay the amounts owed in full prior to delivery & pick up.

5. Title and Risk

- a. Magic Glass retains ownership of the goods and materials utilised for the Services. Title to any goods and materials installed by the Company as part of the Service does not pass to the Applicant until full payment is received from the Client.
Notwithstanding, risk in the Services and the materials, if any, passes to the Client upon delivery and installation.
- b. Until the Client attends to the payment of all amounts owing, the Client is a bailee of the goods and materials in its possession and title remains with Magic Glass.
- c. Receipt by Magic Glass of any form of payment shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and entered into an appropriate payment system by Magic Glass.
- d. Any responsibility to cover the goods and materials for the provision of the Services by insurance in respect of theft, damage or otherwise passes to the Client upon the materials being dispatched from Magic Glass and the Client shall assume all risk and liability for loss, damage or injury to persons or to properties of the Client or to third parties arising out of delivery of the materials or their use and possession.
- e. The Client acknowledges that, until full payment is received from the Client, the Supplier has or will have a Security Interest in the materials for the purposes of the PPSA.
- f. The Client also grants the Supplier a Security Interest in all of the Client's present and after-acquired property and any proceeds until the Supplier is paid in full under this Agreement. The Client may not, without the prior written consent of the Supplier, assign, transfer or grant any Security Interest over, its right, title and interest in or to the Agreement to any person (or agree or purport to do so).
- g. The Supplier may, without the prior written consent of the Client, assign, transfer or grant any Security Interest over, its right, title and interest in or to the Agreement to any person (or agree or purport to do so).

6. Warranty & Risk

- a. 1 year warranty for moveable parts and seven years on workmanship.
- b. Warranties are not valid until final payment is received by Magic Glass.
- c. Glazing/Compliance certificate is not issued to the Client until final payment is made to the Supplier.
- d. Should the Client wish to submit any complaint in respect of the Services (in so far as the Services relate to any installation works only), it must do so in writing within seven (7) days of completion of the installation Services. Magic Glass will endeavour to respond to the complaint in a timely manner. The Client acknowledges any complaints submitted after the expiry of the seven (7) period from completion of the installation Services may incur additional charges for any site visits or inspections undertaken.
- e. The Client acknowledges and agrees there may be slight variations in colour appearance in glass and other materials supplied by Magic Glass for the Services. Whilst Magic Glass will reasonably endeavour to match the Client's specifications, the Client accepts Magic Glass will not be responsible in colour variations of any kind for glass materials.
- f. Further to clause 6(e), Magic Glass does not accept any responsibility for:
 - i. thermal breakage in glass. Please note Low-E laminated glass is particularly susceptible to thermal breakage.
 - ii. slight variations in colour of powder coating or any variation in anodising. Whilst Magic Glass will reasonably endeavour to match the existing colour, Magic Glass will not be responsible for any variations.
 - iii. slight variations in colour on newly installed glass (unless original glass specifications have been provided from the original build). In the event the Client's colour specification is no longer in production or available, Magic Glass will reasonably procure, deliver and install a like product. Magic Glass can supply a glass sample to the Client (at the Client's request) to be signed off prior to installation if agreed.
 - iv. any rust or tea staining or corrosion of stainless steel hardware in coastal areas.
 - v. Any future leaks.
 - vi. Any materials (including but not limited to furniture, blinds, curtains, glass etc) not supplied by Magic Glass. Magic Glass will take reasonable care when handling, moving or storing material not supplied by Magic Glass, however Magic Glass will not be responsible for any liability or damage to same.
 - vii. Any unexpected and sudden fracture of glass for reasons beyond the control of Magic Glass (also known as "spontaneous breakage," including, but not limited to, spontaneous breakage arising as a result of the presence of any imperfections or inclusions associated with the manufacturing process.
- g. Magic Glass agree to waterproof new commercial grade windows manufactured and installed by Magic Glass only. If structure is not waterproofed correctly the Client agrees that the warranties are void.
- h. No protection to windows and doors unless specified.

7. Security and Charge

- a. Notwithstanding any rights available to Magic Glass at law, under the Act or generally under these Terms and Conditions, the Client hereby agrees to charge all of its or his or her rights, title and interest (whether jointly or severally owned) over all real and personal property currently owned by the Client or that the Client may own in the future and irrevocably consents to the lodgement of caveats of any real property and Security Interests being registered on the PPSR as security for payment of the Services provided by Magic Glass pursuant to this quote.
- b. The Client agrees to irrevocably indemnify Magic Glass from any and all costs associated with Magic Glass exercising its rights under this clause.

8. Installations and Client responsibilities

- a. The Client is required to ensure that Magic Glass installers, employees and agents have clear and free access to the work site at all times (blinds and /or window furnishing to be removed by the Client). Magic Glass will take reasonable care on the site but will hold no responsibility for any damage to furnishings if not removed by the Client.
- b. In the event that an installation date must change, the Client is to provide a minimum of 24 hours' notice in writing to Magic Glass. Failure to provide 24 hours notification will result in a 15% administration fee payable in addition to the quoted amount and/or a cancellation of the service/installation.
- c. In the event that Magic Glass attend the site and cannot perform the required works as the site is not ready, or inaccessible, the client is subject to a re-schedule fee calculated at 40% of the total Quote cost
- d. In cases where installers are required to remove obstacles where working to gain the access, Magic Glass reserve the right to charge additional time at a rate of \$150.00 plus GST per hour.
- e. Level hobs and waterproofing membrane for sill are to be provided by Client.
- f. Subject to the discretion of Magic Glass, the Client acknowledges that works and/or Services will be carried out by Magic Glass on Business Days.
- g. When removing existing frames all care is taken by Magic Glass but Magic Glass will not be responsible for damage to surrounding wall / floor surfaces e.g. render crack, damage to gyprock, flooring etc unless clear negligence of Magic Glass. Lead time is only approximate and can vary at any time without notice.
- h. Unless otherwise agreed by Magic Glass in writing, the Client acknowledges it will at all times be responsible for arranging its own electrical supply wiring up of any building entry doors, electric strikes, and automatic entry doors for example.

9. Special Instruction

- a. Magic Glass installers are required to leave the site in a presentable state (excludes vacuuming, drop sheets used only). It is the Client's responsibility to ensure all items within dwelling are protected against dust and any other damage.
- b. Horizontal lifting by Magic Glass.
- c. Vertical lifting by builder/Client (unless agreed otherwise).
- d. Scaffolding and specialised vertical lifting movement of our frames is not included. Should any be required, it is to be supplied and erected by the client (unless agreed otherwise) with certificate available where applicable.
- e. Individual keying is not included and master keying for different types of windows and doors are also not included.
- f. Shop drawings are not included (unless agreed otherwise).
- g. No tests have been allowed for. Previous test available upon request for a fee determined at Magic Glass' discretion.

10. Liability

- a. To the maximum extent permitted by law, the Supplier limits its liability for breach of these Terms and Conditions in relation to any particular supply of Services to the amount of the Quote.
- b. To the maximum extent permitted under the Australian Consumer Law, the Supplier's liability for breach of a Consumer Guarantee, if the Consumer Guarantees apply at law, is limited to any one or more of the following, at the Supplier's election:
 - i. In the case of materials supplied for the Services, to:
 - i. The replacement of the materials or the supply of equivalent materials;
 - ii. The repair of the materials, if necessary;
 - iii. The payment of the cost of replacing the materials or of acquiring equivalent materials; or
 - iv. The payment of the cost of having the materials repaired.
 - ii. In the case of Services, to:
 - i. The supplying of the services again; or
 - ii. The payment of the cost of having the services supplied again.
- c. The Supplier's liability is under this Agreement is reduced to the extent that the Client contributed to any loss or Claim.
- d. The Supplier will not be liable for any loss incurred as a result of delay or failure to observe any of these Terms and Conditions due to an event of Force Majeure. The Supplier's obligations under these Terms and Conditions will be suspended and will resume as soon as the cause of the Force Majeure has ceased to have effect.

11. Australian Consumer Law

- a. The materials and Services supplied by Magic Glass may come with guarantees that cannot be excluded under the Australian Consumer Law. Nothing in these Terms and Conditions purports to modify or exclude the conditions, warranties, undertakings and legal rights under the Australian Competition and Consumer Act and other local laws. To the maximum extent permitted by law, Magic Glass will not be liable for indirect, consequential, special punitive or exemplary damages including but not limited to loss of profits, loss of business, loss by reason of delay, whether arising in negligence, from breach of contract or otherwise in connection with these Terms and Conditions.

12. Release and Indemnity

- a. The Client agrees that it has contracted Magic Glass for the Services at its own risk. The Client agrees that the Supplier bears no responsibility or liability for any loss to any of the Client's property.

13. Suspension and Termination

- a. Without prejudice to any other right or remedy available to Magic Glass, if Magic Glass considers the Client has breached these Terms and Conditions or Magic Glass otherwise considers it appropriate, Magic Glass may immediately and without notice, suspend or terminate the supply of the Services and recover any outstanding balance owed to Magic Glass.

14. Intellectual Property

- a. All intellectual Property in the Supplier's materials is owned by or licensed to, and is protected the applicable laws. The Client must not use any such intellectual property (or part thereof) or reproduce, adapt, modify, publish or disclose the Supplier's intellectual property to any third party, except for:
 - i. Use of the Supplier materials for the purpose for which they are supplied;
 - ii. Use permitted in accordance with these Terms and Conditions;
 - iii. Use with the prior written consent of the Supplier; or
 - iv. As otherwise permitted by law.

15. General

- a. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, understandings and communications, whether written or oral.
- b. Except as required by law, the Client must not disclose to any person without the Supplier's prior written consent the existence of, or details in, the Agreement or any other information the Supplier gives the Client.
- c. If any provision of this Agreement is illegal or unenforceable in any relevant jurisdiction, it must be enforced to the maximum extent possible, and if unenforceable may be severed for the purposes of that jurisdiction, without affecting its enforceability in any other jurisdiction or the enforceability of any other part of these terms and conditions.
- d. Except where this Agreement expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the parties.
- e. Time is of the essence in respect of all amounts payable pursuant to these Terms and Conditions.
- f. Words in the singular include the plural and vice versa.
- g. The Agreement is governed by and is to be construed in accordance with the laws applicable in the state of New South Wales.
- h. Headings are for ease of reference only and do not affect the interpretation of this Agreement.
- i. Any word not defined in these Terms and Conditions will be given its meaning set out in other components of this Agreement or, if not otherwise defined, its ordinary and natural meaning.
- j. In the event of inconsistency between the terms of the Quote or these Terms and Conditions, the Terms and Conditions will prevail to the extent of any inconsistency.

16. Disputes

- a. With the exception of any disputes arising as a result of any payment claims made pursuant to the Act, this clause 16 shall apply to general disputes arising from or in relation to these Terms and Conditions.
- b. A party claiming that a dispute has arisen out of or in relation to these Terms and Conditions must give written notice to the other party to the dispute specifying the nature of the dispute.
- c. Upon receipt of the notice specified in clause 16(b), the parties to the dispute must within 14 days of the receipt of the notice seek to resolve the dispute.
- d. If the dispute has not been resolved within 14 days or within such further period as agreed in writing by the parties, then the dispute is to be referred for mediation administered by the Australian Disputes Centre. The parties are to equally bear the mediator's costs and the determination of the mediator shall be binding on both parties.

How to pay

by mail

Detach this section and mail your cheque to...

Magic Glass Pty Ltd

by direct deposit

Account Name: Magic Glass PTY LTD

ST GEORGE BANK

BSB #:332084 Account #: 552562984

* Please put invoice numbers on all direct debits.

credit card by phone

Call Magic Glass on 02-93844888 to pay

AMEX payments incur an additional 3.1% surcharge

VISA or MASTERCARD payments incur an additional 1.5% surcharge

* Quote invoice number (top right hand corner of invoice)

in person

Present this invoice at Magic Glass to make payment via EFTPOS or cash.