

1. VALIDITY

Quotations shall remain valid for a period of thirty (30) days from the written date of the quotation at which time thereafter Interior Exterior Pty Ltd trading as ("Interior") reserves the right to review the offer which shall be communicated in writing to the client if so required.

2. PAYMENT

2.1 Payment shall be paid by the client to Interior upon presentation of Interior's written Tax Invoice. And no later than seven (7) days.

2.2 No retention of monies shall be deducted by the client unless otherwise agreed in writing by Interior.

2.3 If payment is by cheque, payment shall be deemed to have been made when, and only when, the cheque is cleared by the Financial Institution on which it is drawn. Time shall be of the essence in respect of the payment of amounts due.

2.4 Interior reserves the right to cease works for ongoing late payments and or outstanding fees.

2.5 If the client fails to pay as herein provided, Interior may suspend works, terminate contracts, terminate credit facilities and institute legal action for recovery of outstanding amounts and costs associated. A consistent failure by the client to observe Interior's terms will inevitably lead to a low priority being awarded for future projects.

2.6 The client shall pay interest on overdue amounts at the rate of 15% calculated daily and compounding from the date payment is due to the date on which payment is received by Interior.

3. ACCESS

Clear and free access shall be given to Interior and or their agents, for the duration of the works. During the performance of works and up to hand over by Interior the client and or its representatives are only to attend upon the site at pre-arranged times. The client and or its representatives shall not commence occupation and or relocate to the site until handover is given by Interior.

4. WARRANTIES

4.1 Items fabricated and or completed items purchased by Interior being part of the works, carry manufacturers warranties and general warranties, which the client shall be responsible for pursuing.

4.2 Interior will be responsible for faulty workmanship for a period of thirty days after the date of the final written tax invoice to the client

and thereafter Interior accepts no responsibility or liability for alleged defective works or any claim arising from the works.

4.3 The client acknowledges that thirty days after the final written tax invoice that the works in all respects have been undertaken in a professional and workmanlike manner. The client acknowledges that no warranty, condition or representation has been given other than those stated in writing by Interior.

5. VARIATIONS

Any variations to the Quotation will incur additional costs to the client and all variations must be in writing and signed by the client and Interior.

6. DOCUMENTATION

All certificates of completed and or compliance forms such as, council, engineer, roller door, glazing, electrical, plumbing and so forth shall not be passed over by Interior to the client until full payment has been received.

7. OWNERSHIP

7.1 All title to goods, services and work undertaken by Interior shall not pass until full payment has been made. The client acknowledges that it shall hold goods and works completed as bailee for Interior.

7.2 The client acknowledges and consents to Interior entering the work site and regain possession of goods, which shall included materials utilised and or converted into items for which full payment has not been made.

7.3 Intellectual property to designs and drawings shall remain the property of Interior unless explicitly expressed and agreed upon in writing by Interior.

7.4 Should the client commit an act of bankruptcy or by act or omission enable the appointment of an Administrator, a Scheme Manager, Trustee, Official Manager, Receiver, Receiver Manager, Liquidator or any other person authorised to enter into possession or administration assume control of any property of the client pursuant to a mortgage or other security, Interior, may without prejudice to any other rights it may have, do any or all of the following: demand immediate payment of all monies owing, suspend works and or terminate contracts without penalty, enter the work site and or client(s) premises and recover Interior's property and re-sell those items for its own benefit.

8. OUTSIDE INTERFERENCE

Interior shall not be liable to the client for any defect, loss, damage or delay caused by strikes, lock-outs, damage to or breakdown of plant, government interference, acts of God, earthquake, civil commotion, war, fire, force majeure, damage to fabricated goods or goods during transportation (except as to replacement in this instance), or any other cause beyond the control of Interior.

9. COSTS

The client shall be liable for any expenses, costs or disbursements incurred by Interior in recovering any outstanding moneys, including debt collection agency fees and legal costs.

10. JURISDICTION

Notwithstanding any implication of law to the contrary, all contracts shall be deemed to be made and construed and to be enforceable in and according to the Laws of the State of South Australia and by mutual consent to be subject to the jurisdiction of the Courts of that State.

11. CANCELLATION OF CONTRACT

Unless expressly providing in writing the client shall have no right to cancel the contract. Without prejudice to any other rights Interior may have, the client shall indemnify Interior for any loss, damage or expense incurred by Interior should the client cancel any order or part of an order or works.

12. GOODS AND SERVICES TAXES AND OTHER SIMILAR TAXES IMPOSED BY LAW ("GST")

The client and Interior acknowledge and agree that GST will be imposed by law as from 1st July 2000 and that the amount payable for material, labour, works and so forth made under or in accordance with a contract between Interior and the client shall be subject to GST and the rate at which GST will be imposed will vary from time to time which will increase the contract price by the amount of GST which the client shall be liable at all times and pay this GST liability to Interior as and when advised in writing without any delay.

13. JOINT AND SEVERAL LIABILITY

If there is more than one person as the client who are parties to this contract, then each person is liable individually for the full amount of the contract in addition to being jointly liable with each other person.

14. GUARANTEES

Where a client or clients are an incorporated company, then all directors of the client shall jointly and severally guarantee payment for the contractual obligations of the client with Interior, and the directors of the client agree to indemnify and to keep Interior indemnified from and against all loss, damage, costs including debt collection fees and legal costs and expenses suffered or incurred by reason of any breach of any agreements.