

# Stevenson Flooring Pty Ltd – Terms & Conditions of Trade

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| 1.1 | <b>Definitions</b><br>"Supplier" means Stevenson Flooring Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Stevenson Flooring Pty Ltd.   | and/or discolour the vinyl. The Supplier shall not be held liable for any loss, damages or costs however arising due to the same.  | 14.6  | The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.   | (c)   | a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.   |
| 1.2 | "Client" means the person(s) buying the Goods as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.   | The Supplier hereby requests the Client to remove any and all appliances in the installation area prior to the commencement of work. The Client acknowledges and agrees that the Supplier shall not be held liable for any loss, damages or costs arising due to the Client's failure to comply with this clause.  | 14.7  | Unless otherwise agreed to in writing by the Supplier, the Client waives their right to receive a verification statement in accordance with the PPSA.   | 19.1  | <b>Cancellation</b><br>The Supplier may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice the Supplier shall repay to the Client any money paid by the Client for the Goods. The Supplier shall not be liable for any loss or damage whatsoever arising from such cancellation.   |
| 1.3 | "Goods" means all Goods or Services supplied by the Supplier to the Client at the Client's request from time to time (where the contract so permits the terms "Goods" or "Services" shall be interchangeable for the other).  | The Supplier shall advise the Client if the Supplier believes that there are any issues with the sub floor (including, but not limited to, moisture problems which may cause the vinyl to bubble and separate from the sub floor). The Client acknowledges that it is not always possible to identify such problems therefore the Client agrees that the Supplier shall not be held liable in any way whatsoever should any such issue go undetected causing damage to the Goods.  | 14.8  | The Client must unconditionally ratify any actions taken by the Supplier under clauses 14.3 to 14.5.  | 19.2  | In the event that the Client cancels delivery of Goods the Client shall be liable for all costs incurred (whether direct or indirect) up to an amount equivalent to thirty-five percent (35%) of the Price) by the Supplier as a direct result of the cancellation (including, but not limited to, any loss of profits).   |
| 1.4 | "Price" means the Price payable for the Goods as agreed between the Supplier and the Client in accordance with clause 6 below.  | The Client acknowledges that whilst floor levelling compound and floor preparation may help smooth out rough floors, this will not necessarily level a floor.  | 14.9  | The Client indemnifies the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Supplier's rights under this clause.   | 19.3  | Cancellation of orders for Goods made to the Client's specifications, or for non-stock items, will definitely not be accepted once production has commenced, or an order has been placed.  |
| 2.1 | <b>Acceptance</b><br>The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods.  | The Client acknowledges that Goods supplied may: fade or change colour over time; and expand, contract or distort as a result of exposure to heat, cold, weather; and mark or stain if exposed to certain substances; and be damaged or disfigured by impact or scratching.  | 15.0  | The Client irrevocably appoints the Supplier and each director of the Supplier as the Client's true and lawful attorneys to act on all matters necessary to give effect to the provisions of this clause 15.20.2  | 20.1  | Private 1988<br>The Client agrees for the Supplier to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Client in relation to credit provided by the Supplier.  |
| 2.2 | These terms and conditions may only be amended with the Supplier's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and the Supplier.  | <b>Client's Responsibility</b><br>It is the Client's responsibility to: have all areas clean and clear to enable scheduled work to be completed in accordance with the schedule of installation; and remove all existing floor coverings, tacks and staples; and fully disclose any information that may affect the Supplier's installation procedures (including, but not limited to, disclosing known breaks or tears in the membrane, extensions of existing slabs, thickened beams, curing compounds that may have been used, or the use of concrete over 25mpa); and ensure the sub-floor is adequately ventilated and is structurally sound; and ensure that the levels of the sub-floor are satisfactory as the floor is laid and comply with the contours of the sub-floor and will not correct unevenness; and remove all fragile items such as glassware, crockery, pot plants, furniture and ornaments. Breakages and damages are the responsibility of the Client. All care taken but no responsibility accepted by the Supplier in this regard; and extinguish naked flames prior to coating including, but not limited to, pilot lights, heaters etc.; and supply power to within eight (8) metres of the project; and make the premises available on the agreed date and time. If installation is interrupted by the failure of the Client to adhere to the installation schedule agreed to between the Supplier and the Client, any additional costs will be invoiced to the Client as an extra. | 15.1  | The Client irrevocably appoints the Supplier and each director of the Supplier as the Client's true and lawful attorneys to act on all matters necessary to give effect to the provisions of this clause 15.20.2  | 20.2  | The Client agrees that the Supplier may exchange information about the Client with credit providers and with related body corporates for the following purposes:<br>(a) to assess an application by the Client; and/or<br>(b) to notify other credit providers of a default by the Client; and/or<br>(c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or<br>(d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two years.  |
| 3.1 | <b>Authorised Representatives</b><br>Unless otherwise limited as per clause 3.2 the Client agrees that should the Client introduce any third party to the Supplier as the Client's duly authorised representative, that once introduced the Client shall have the full authority of the Client to order any materials or Services on the Client's behalf and/or to request any variation to the works on the Client's behalf (such authority to continue until all requested works have been completed or the Client otherwise notifies the Supplier in writing that said person is no longer the Client's duly authorised representative).   | The Client acknowledges that it is not always possible to identify such problems therefore the Client agrees that the Supplier shall not be held liable in any way whatsoever should any such issue go undetected causing damage to the Goods.   | 15.2  | The Client irrevocably appoints the Supplier and each director of the Supplier as the Client's true and lawful attorneys to act on all matters necessary to give effect to the provisions of this clause 15.20.2  | 20.3  | The Client consents to the Supplier being given a consumer credit report to collect overdue payment on commercial credit.  |
| 3.2 | In the event that the Client's duly authorised representative as per clause 3.1 is to have only limited authority to act on the Client's behalf then the Client must specifically and clearly advise the Supplier in writing of the parameters of the limited authority granted to their representative.  | The Client acknowledges that whilst floor levelling compound and floor preparation may help smooth out rough floors, this will not necessarily level a floor.  | 15.3  | The Client irrevocably appoints the Supplier and each director of the Supplier as the Client's true and lawful attorneys to act on all matters necessary to give effect to the provisions of this clause 15.20.2  | 20.4  | The Client agrees that personal credit information provided may be used and retained by the Supplier for the following purposes (and for other agreed purposes or required by):<br>(a) the provision of Goods; and/or<br>(b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or<br>(c) processing of any payment instructions, direct debit facilities and/or other payment arrangements; and/or<br>(d) enabling the collection of amounts outstanding in relation to the Goods.  |
| 3.3 | The Client specifically acknowledges and accepts that they will be solely liable for the Supplier for additional costs incurred by the Supplier (including the Supplier's profit margin) in providing any works, materials, services or variations requested by the Client's duly authorised representative (subject always to the limitations imposed under clause 3.2 if any).  | The Client acknowledges that whilst floor levelling compound and floor preparation may help smooth out rough floors, this will not necessarily level a floor.  | 15.4  | Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, the Supplier makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. The Supplier's liability in respect of these warranties is limited to the fullest extent permitted by law. | 20.5  | The Supplier may give information about the Client to a CRB for the following purposes:<br>(a) to obtain a consumer credit report;<br>(b) to enable the CRB to create a credit information file about the Client including credit history;<br>(c) The information given to the CRB may include:<br>(i) personal information as outlined in 20.1 above;<br>(ii) name of the credit provider and that the Supplier is a current credit provider to the Client;<br>(iii) whether the credit provider is a licensee;<br>(iv) type of consumer credit;<br>(v) 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);<br>(vi) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and any 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 the Supplier has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);<br>(vii) information that, in the opinion of the Supplier, the Client has committed a serious credit infringement;<br>(viii) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150). |
| 4.1 | <b>Electronic Transactions Act 2003</b><br>Electronic signatures shall be deemed to be accepted by either party providing the signature is complying with Section 9 of the Electronic Transactions Act 2003 or any other applicable provisions of that Act or any Regulations referred to in that Act.  | The Client acknowledges that whilst floor levelling compound and floor preparation may help smooth out rough floors, this will not necessarily level a floor.  | 15.5  | The Client irrevocably appoints the Supplier and each director of the Supplier as the Client's true and lawful attorneys to act on all matters necessary to give effect to the provisions of this clause 15.20.2  | 20.6  | The Supplier shall have the right to request that the Client provide a copy of the information about the Client retained by the Supplier and the right to request that the Supplier correct any incorrect information; and that the Supplier does not disclose any personal information about the Client for the purpose of direct marketing.  |
| 5.1 | <b>Change in Control</b><br>The Client shall give the Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax numbers, or business practice). The Client shall be liable for any loss incurred by the Supplier as a result of the Client's failure to comply with this clause.  | The Client acknowledges that whilst floor levelling compound and floor preparation may help smooth out rough floors, this will not necessarily level a floor.  | 15.6  | The Client irrevocably appoints the Supplier and each director of the Supplier as the Client's true and lawful attorneys to act on all matters necessary to give effect to the provisions of this clause 15.20.2  | 20.7  | The Supplier will disclose any personal information about the Client for the purpose of direct marketing.  |
| 6.1 | <b>Price and Payment</b><br>At the Supplier's sole discretion the Price shall be either:<br>(a) as indicated on any invoice provided by the Supplier to the Client; or<br>(b) the Price as at the date of delivery of the Goods according to the Supplier's current price list;<br>(c) the Supplier's quoted price (subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.  | The Client acknowledges that whilst floor levelling compound and floor preparation may help smooth out rough floors, this will not necessarily level a floor.  | 15.7  | The Client irrevocably appoints the Supplier and each director of the Supplier as the Client's true and lawful attorneys to act on all matters necessary to give effect to the provisions of this clause 15.20.2  | 20.8  | The Supplier will disclose any personal information about the Client for the purpose of direct marketing.  |
| 6.2 | The Supplier reserves the right to change the Price if a variation to the Supplier's quotation is requested. Any variation from the plan of scheduled Services or specifications (including, but not limited to, any variation as a result of additional Services required due to unforeseen circumstances such as limitations to accessing the site, subfloor condition, prerequisite work by any third party not being completed or as a result of any increase to the Supplier's in the cost of materials and labour) will be charged for, on the basis of the Supplier's quotation or specifications shown on the invoice. Payment for all variations must be made in full at their time of completion. | The Client acknowledges that whilst floor levelling compound and floor preparation may help smooth out rough floors, this will not necessarily level a floor.  | 15.8  | The Client irrevocably appoints the Supplier and each director of the Supplier as the Client's true and lawful attorneys to act on all matters necessary to give effect to the provisions of this clause 15.20.2  | 20.9  | The Client can make a privacy complaint by contacting the Supplier via e-mail. The Supplier will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided by the Supplier, the Client may make a complaint to the Information Commissioner at www.oaic.gov.au.   |
| 6.3 | At the Supplier's sole discretion a non-refundable deposit may be required.   | The Client acknowledges that whilst floor levelling compound and floor preparation may help smooth out rough floors, this will not necessarily level a floor.  | 15.9  | The Client irrevocably appoints the Supplier and each director of the Supplier as the Client's true and lawful attorneys to act on all matters necessary to give effect to the provisions of this clause 15.20.2  | 21.1  | <b>Dispute Resolution</b><br>If a dispute arises between the parties to this contract then either party shall send to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within fourteen (14) days after service of a notice of dispute, the parties shall confer at least once to resolve the dispute. At such conference each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved either party may by further notice in writing delivered by hand or sent by certified mail to the other party refer such dispute to arbitration. Any arbitration shall be referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia; and conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.  |
| 6.4 | Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date(s) determined by the Supplier, which may be:<br>(a) on delivery of the Goods;<br>(b) before delivery of the Goods;<br>(c) by way of instalments/progress payments in accordance with the Supplier's payment schedule or as shown on quotation;<br>(d) the date specified on any invoice or other form as being the date for payment; or<br>(e) failing any notice to the contrary, the date which is thirty (30) days following the date of any invoice given to the Client by the Supplier.   | The Client acknowledges that whilst floor levelling compound and floor preparation may help smooth out rough floors, this will not necessarily level a floor.  | 15.10 | The Client irrevocably appoints the Supplier and each director of the Supplier as the Client's true and lawful attorneys to act on all matters necessary to give effect to the provisions of this clause 15.20.2  | 21.2  | <b>Construction Contracts Act 2004</b><br>At the Supplier's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Construction Contracts Act 2004 may apply.  |
| 6.5 | Payment may be made by electronic/on-line banking, credit card (plus a surcharge of up to one and a half percent (1.5%) of the Price), or by any other method as agreed to between the Client and the Supplier.   | The Client acknowledges that whilst floor levelling compound and floor preparation may help smooth out rough floors, this will not necessarily level a floor.  | 15.11 | The Client irrevocably appoints the Supplier and each director of the Supplier as the Client's true and lawful attorneys to act on all matters necessary to give effect to the provisions of this clause 15.20.2  | 21.3  | Nothing in this agreement is intended to have the effect of contracting out of any provisions of the Construction Contracts Act 2004 of Western Australia, except to the extent permitted by the Act where applicable.   |
| 6.6 | Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to the Supplier an amount equal to any GST the Supplier must pay for any supply by the Supplier under this or any other agreement for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.  | The Client acknowledges that whilst floor levelling compound and floor preparation may help smooth out rough floors, this will not necessarily level a floor.  | 15.12 | The Client irrevocably appoints the Supplier and each director of the Supplier as the Client's true and lawful attorneys to act on all matters necessary to give effect to the provisions of this clause 15.20.2  | 21.4  | <b>General</b><br>The failure by the Supplier to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Supplier's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.  |
| 7.1 | <b>Delivery of Goods</b><br>Delivery ("Delivery") of the Goods is taken to occur at the time that the Client or the Client's nominated carrier takes possession of the Goods at the Supplier's premises, or the Supplier (or the Supplier's nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address.   | The Client acknowledges that whilst floor levelling compound and floor preparation may help smooth out rough floors, this will not necessarily level a floor.  | 15.13 | The Client irrevocably appoints the Supplier and each director of the Supplier as the Client's true and lawful attorneys to act on all matters necessary to give effect to the provisions of this clause 15.20.2  | 21.5  | These terms and conditions and any contract to which they apply shall be governed by the laws of Western Australia in which the Supplier has its principal place of business, and are subject to the jurisdiction of the courts of Perth in Western Australia.   |
| 7.2 | At the Supplier's sole discretion the cost of delivery is in addition to the Price.   | The Client acknowledges that whilst floor levelling compound and floor preparation may help smooth out rough floors, this will not necessarily level a floor.  | 15.14 | The Client irrevocably appoints the Supplier and each director of the Supplier as the Client's true and lawful attorneys to act on all matters necessary to give effect to the provisions of this clause 15.20.2  | 21.6  | Subject to clause 16, the Supplier shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Supplier of these terms and conditions (alternatively the Supplier's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).   |
| 7.3 | The Client must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Goods as arranged then the Supplier shall be entitled to charge a reasonable fee for redelivery and/or storage.   | The Client acknowledges that whilst floor levelling compound and floor preparation may help smooth out rough floors, this will not necessarily level a floor.  | 15.15 | The Client irrevocably appoints the Supplier and each director of the Supplier as the Client's true and lawful attorneys to act on all matters necessary to give effect to the provisions of this clause 15.20.2  | 21.7  | The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by the Supplier nor to withhold payment of any invoice because part of that invoice is in dispute.  |
| 7.4 | The Supplier may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.  | The Client acknowledges that whilst floor levelling compound and floor preparation may help smooth out rough floors, this will not necessarily level a floor.  | 15.16 | The Client irrevocably appoints the Supplier and each director of the Supplier as the Client's true and lawful attorneys to act on all matters necessary to give effect to the provisions of this clause 15.20.2  | 21.8  | The Supplier may license or sub-contract all or any part of its rights and obligations without the Client's consent.   |
| 7.5 | Any time or date given by the Supplier to the Client is an estimate only. The Client must still accept delivery of the Goods even if late and the Supplier will not be liable for any loss or damage incurred by the Client as a result of the delivery being late.   | The Client acknowledges that whilst floor levelling compound and floor preparation may help smooth out rough floors, this will not necessarily level a floor.  | 15.17 | The Client irrevocably appoints the Supplier and each director of the Supplier as the Client's true and lawful attorneys to act on all matters necessary to give effect to the provisions of this clause 15.20.2  | 21.9  | The Client agrees that the Supplier may amend these terms and conditions at any time. If the Supplier makes a change to these terms and conditions, then that change will take effect from the date on which the Supplier notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for the Supplier to provide Goods to the Client. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.   |
| 8.1 | <b>Risk</b><br>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, the Supplier is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Supplier is sufficient evidence of the Supplier's rights to receive the insurance proceeds without the need for any person dealing with the Supplier to make further enquiries.  | The Client acknowledges that whilst floor levelling compound and floor preparation may help smooth out rough floors, this will not necessarily level a floor.  | 15.18 | The Client irrevocably appoints the Supplier and each director of the Supplier as the Client's true and lawful attorneys to act on all matters necessary to give effect to the provisions of this clause 15.20.2  | 21.10 | The Client warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.  |
| 8.2 | 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, the Supplier is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Supplier is sufficient evidence of the Supplier's rights to receive the insurance proceeds without the need for any person dealing with the Supplier to make further enquiries.   | The Client acknowledges that whilst floor levelling compound and floor preparation may help smooth out rough floors, this will not necessarily level a floor.  | 15.19 | The Client irrevocably appoints the Supplier and each director of the Supplier as the Client's true and lawful attorneys to act on all matters necessary to give effect to the provisions of this clause 15.20.2  | 21.11 | The Client agrees that the Supplier may amend these terms and conditions at any time. If the Supplier makes a change to these terms and conditions, then that change will take effect from the date on which the Supplier notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for the Supplier to provide Goods to the Client. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.   |
| 8.3 | If the Client requests the Supplier to leave Goods outside the Supplier's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client's sole risk.  | The Client acknowledges that whilst floor levelling compound and floor preparation may help smooth out rough floors, this will not necessarily level a floor.  | 15.20 | The Client irrevocably appoints the Supplier and each director of the Supplier as the Client's true and lawful attorneys to act on all matters necessary to give effect to the provisions of this clause 15.20.2  | 21.12 | The Client agrees that the Supplier may amend these terms and conditions at any time. If the Supplier makes a change to these terms and conditions, then that change will take effect from the date on which the Supplier notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for the Supplier to provide Goods to the Client. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.   |
| 8.4 | The Client acknowledges and agrees that the Supplier shall not be liable for any loss, damages or costs however arising in the event that:<br>(a) a heavy or sharp object is dropped or falls on the vinyl, as vinyl will show scratches and will get cut as it is a soft and flexible product; or<br>(b) an object is dragged across as it is vinyl can rip and tear; or<br>(c) the vinyl discolours or bubbles in areas due to exposure to extreme heat (including, but not limited to, conservatories and floor to ceiling windows).   | The Client acknowledges that whilst floor levelling compound and floor preparation may help smooth out rough floors, this will not necessarily level a floor.  | 15.21 | The Client irrevocably appoints the Supplier and each director of the Supplier as the Client's true and lawful attorneys to act on all matters necessary to give effect to the provisions of this clause 15.20.2  | 21.13 | The Client agrees that the Supplier may amend these terms and conditions at any time. If the Supplier makes a change to these terms and conditions, then that change will take effect from the date on which the Supplier notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for the Supplier to provide Goods to the Client. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.   |
| 8.5 | The Supplier does not recommend vinyl to be installed over a floor that is a combination of wood and concrete, or expansion joints in concrete floors, as any movement, joint, seams in bison board, or thin line board will show through the vinyl.  | The Client acknowledges that whilst floor levelling compound and floor preparation may help smooth out rough floors, this will not necessarily level a floor.  | 15.22 | The Client irrevocably appoints the Supplier and each director of the Supplier as the Client's true and lawful attorneys to act on all matters necessary to give effect to the provisions of this clause 15.20.2  | 21.14 | The Client agrees that the Supplier may amend these terms and conditions at any time. If the Supplier makes a change to these terms and conditions, then that change will take effect from the date on which the Supplier notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for the Supplier to provide Goods to the Client. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.   |
| 8.6 | The Client acknowledges and agrees that vinyl will not fully seal a floor around the edges particularly around showers or baths; the Client also agrees water can get underneath and therefore bubble   | The Client acknowledges that whilst floor levelling compound and floor preparation may help smooth out rough floors, this will not necessarily level a floor.  | 15.23 | The Client irrevocably appoints the Supplier and each director of the Supplier as the Client's true and lawful attorneys to act on all matters necessary to give effect to the provisions of this clause 15.20.2  | 21.15 | The Client agrees that the Supplier may amend these terms and conditions at any time. If the Supplier makes a change to these terms and conditions, then that change will take effect from the date on which the Supplier notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for the Supplier to provide Goods to the Client. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.   |