

TERMS AND CONDITIONS

Koter Pty Ltd trading as XFERNO (referred to as "the Supplier")

1. Acceptance & Scope 1.1. Any instructions received by the Supplier from the Client for the supply of Goods and/or Services, and/or the Client's signature on a Quote or Order Form, constitutes acceptance of these Terms.

1.2. The Supplier's scope is limited strictly to the items listed in the Quote. Any "advice" regarding BAL compliance or building code requirements is provided as a general guide only; the Client remains responsible for ensuring that their building certifier, architect, or relevant authority approves the specific configuration for their site.

2. Pricing and Variations 2.1. **Price Validity:** Quotes are valid for 30 days from the date of issue, due to fluctuating material costs (particularly glass and aluminium).

2.2. **Check Measure:** Prices are subject to a final "Check Measure" conducted by the Supplier. If the final measurements differ from those provided by the Client (e.g., from plans), the Supplier reserves the right to vary the price accordingly.

2.3. **Variations:** Any changes requested by the Client after manufacturing has commenced will incur additional costs, including (but not limited to) material wastage, labour, and re-manufacturing expenses.

3. Payment Terms 3.1. **Deposit:** A non-refundable deposit of 25% of the quoted price is required to initiate manufacturing.

3.2. **Progress Payments:** 50% of the quoted price is payable upon notification that the Goods are ready for delivery or installation. The remaining 25% (Final Balance) is payable immediately upon completion of delivery and/or installation.

3.3. **Title and Risk:** Ownership of the Goods does not pass to the Client until the Supplier has received full payment in cleared funds. The Supplier reserves the right to enter the site and repossess the Goods if payment is not made when due.

4. Installation & Site Conditions 4.1. **Access:** The Client must provide clear, unobstructed, and safe access to the site. If the Supplier is unable to commence or continue work due to site obstructions, delays, or unsafe conditions, "waiting time" or "re-attendance" fees will apply at the Supplier's standard rates.

4.2. **Site Preparation:** Unless expressly included in the Quote, the Supplier is not responsible for:

- Removal of existing window treatments (e.g., blinds or curtains);
- Structural alterations, lintel repairs, or painting/patching;
- Disposal of old windows or materials (unless "Removal & Disposal" is explicitly quoted).

4.3. **Waterproofing:** While the Supplier installs in accordance with relevant Australian Standards, the Client is responsible for the overall structural waterproofing and weathertightness of the building envelope, unless the Supplier is specifically contracted for flashing or sealing work.

5. BAL-FZ Compliance & Certification 5.1. **Testing Standards:** XFERNO products are tested to **AS 1530.8.2**. The Supplier warrants that the Goods supplied substantially match the tested prototypes.

5.2. **Certificates:** Compliance certificates will be issued only after the account has been paid in full.

5.3. **External Factors:** The Supplier is not liable if a building certifier or authority rejects an installation due to site-specific factors outside the Supplier's control (e.g., surrounding vegetation, unauthorised modifications by other trades, or site-specific BAL assessment variations).

6. Limitation of Liability 6.1. **Consequential Loss:** To the maximum extent permitted by law, the Supplier is not liable for any indirect, consequential, or special loss or damage, including (without limitation) loss of profits, loss of rent, business interruption, or liquidated damages claimed by the Client's primary builder or any third party.

6.2. **Delay:** Delivery and installation dates are estimates only. The Supplier is not liable for delays caused by third-party suppliers (e.g., glass manufacturers), shipping issues, inclement weather, or other events beyond its reasonable control ("Force Majeure").

6.3. **Maximum Liability:** Subject to any non-excludable rights under the Australian Consumer Law or other applicable law, the Supplier's total liability for any claim arising under or in connection with these Terms shall not exceed the total price paid by the Client under the relevant Quote.

7. Warranties 7.1. **Workmanship:** If installation is performed by the Supplier, a 7-year warranty applies to the installation workmanship.

7.2. **Materials:** Glass, aluminium, and hardware components are covered by the relevant manufacturer's warranty (typically ranging from 1 to 10 years, depending on the component). Details of manufacturer warranties are available on request.

7.3. **Exclusions:** Warranties do not cover:

- Glass breakage after handover;
- Damage due to building settlement or movement;
- Failure to follow maintenance instructions (e.g., cleaning to prevent salt build-up in coastal areas);
- Any other misuse, abuse, or external factors.

8. Dispute Resolution 8.1. Any dispute arising under these Terms must first be notified in writing, followed by a formal meeting between the parties to attempt resolution.

8.2. If the dispute remains unresolved, the parties agree to mediate in good faith before commencing litigation.

These Terms are governed by the laws of New South Wales.