



## **EZ WINDOWS TERMS AND CONDITIONS OF ONLINE SALE**

### **All Weather Windows (VIC) Pty Ltd ATF All Weather Windows (VIC) Unit Trust Trading As EZ Windows**

These Terms and Conditions govern all online sales of Goods and Services supplied by All Weather Windows (VIC) Pty Ltd ATF All Weather Windows (VIC) Unit Trust trading as EZ Windows (“EZ Windows”, “we”, “our”, “us”) via its website or electronic platform. By placing an order online, the Customer agrees to be legally bound by these Terms.

#### **1. Definitions**

1.1 **“EZ Windows”** means All Weather Windows (VIC) Pty Ltd ATF All Weather Windows (VIC) Unit Trust trading as EZ Windows, its successors and assigns.

1.2 **“Customer”** means any individual, company, builder, contractor or entity purchasing Goods or Services via EZ Windows’ online platform and includes permitted successors and assigns, and where more than one, jointly and severally.

1.3 **“Goods”** means all windows, doors, glazing systems, components, materials, hardware, accessories and related products supplied.

1.4 **“Services”** includes delivery, measurement, installation, labour and associated works.

1.5 **“Contract”** means any confirmed online order incorporating these Terms.

1.6 **“Price”** means the total amount payable including GST, delivery, surcharges and approved variations.

1.7 **“Completion Date”** means the date installation works are substantially completed.

#### **2. Formation of Online Contract**

2.1 A Contract is formed when:

- the Customer completes checkout and payment via the website; and
- EZ Windows issues written order confirmation.

2.2 Orders are subject to acceptance by EZ Windows. EZ Windows reserves the right to reject or cancel any order prior to dispatch.

2.3 These Terms prevail over any other terms proposed by the Customer.

2.4 No representation not expressly contained herein shall bind EZ Windows.

### **3. Pricing and Online Orders**

3.1 All Prices displayed online are subject to change without notice prior to order confirmation.

3.2 EZ Windows reserves the right to correct typographical, system or pricing errors.

3.3 Where pricing is based on Customer-provided measurements or specifications, the Customer warrants their accuracy.

3.4 Any error in specifications provided by the Customer resulting in remanufacture shall be at the Customer's cost.

### **4. Payment**

4.1 Full payment is required at checkout unless otherwise agreed.

4.2 Time for payment is of the essence.

4.3 The Customer may not withhold, deduct or set-off any amount.

4.4 Chargebacks or payment reversals constitute breach of Contract.

### **5. Custom and Made-to-Measure Goods**

5.1 Goods manufactured to Customer specifications are non-cancellable and non-refundable once production commences.

5.2 The Customer acknowledges such Goods are bespoke products.

### **6. Delivery and Risk**

6.1 Delivery occurs when Goods are delivered to the nominated address or collected.

6.2 Risk passes upon Delivery.

6.3 Goods delivered to unattended sites remain at the Customer's sole risk.

6.4 EZ Windows shall not be liable for delays beyond reasonable control including supply shortages or transport disruption.

### **7. Installation Services**

7.1 Installation Services are warranted for one (1) year from Completion Date strictly in respect of workmanship only.

7.2 The installation warranty excludes:

- structural movement or settlement;
- third-party interference;
- environmental deterioration;
- pre-existing building defects;
- works not performed by EZ Windows.

7.3 Access must be safe and compliant. Additional costs arising from unsafe or restricted access are payable by the Customer.

## **8. Non-Transferable Guarantee**

8.1 Any warranty or guarantee is provided solely to the original purchasing Customer.

8.2 Such warranty is not assignable or transferable to subsequent owners or third parties.

## **9. Inspection and Defect Claims – Strict Time Bar**

9.1 The Customer must inspect Goods immediately upon Delivery.

9.2 Visible defects, damage or shortages must be notified in writing within seven (7) days of Delivery.

9.3 Latent defects must be notified within fourteen (14) days of discovery.

9.4 Failure to comply with these notification requirements constitutes conclusive acceptance.

9.5 No claim shall be valid after twelve (12) months from Delivery or Completion Date, whichever occurs later.

9.6 EZ Windows may inspect alleged defects before determining remedy.

## **10. Limitation of Liability**

10.1 To the fullest extent permitted by law, EZ Windows' total aggregate liability arising out of or in connection with any Contract shall be limited to the lesser of:

- (a) the Price paid under the relevant Contract; or
- (b) the cost of repair or replacement of the defective Goods.

10.2 EZ Windows shall not be liable for:

- consequential or indirect loss;
- loss of profit or revenue;
- liquidated damages;
- delay costs;
- loss of opportunity;

- economic loss;
- third-party claims.

10.3 Liability for installation defects strictly expires at the end of the one-year warranty period.

10.4 The Customer acknowledges the Price reflects this allocation of risk.

## **11. Australian Consumer Law**

11.1 Nothing in these Terms excludes rights under the Competition and Consumer Act 2010 (Cth).

11.2 Where permitted, remedies are limited to repair, replacement or refund at EZ Windows' election.

## **12. Retention of Title**

12.1 Title to Goods remains vested in EZ Windows until full payment is received.

12.2 The Customer grants irrevocable licence to enter premises to recover unpaid Goods.

## **13. Default**

13.1 Overdue amounts accrue interest at 2.5% per month compounded monthly.

13.2 The Customer indemnifies EZ Windows for all recovery costs including solicitor-client legal costs.

13.3 All monies become immediately due upon insolvency or breach.

## **14. Cancellation and Returns (Online Sales)**

14.1 Change-of-mind returns are not accepted for custom Goods.

14.2 Non-custom Goods may only be returned with prior written approval and may attract a restocking fee.

14.3 Approved returns must be unused and in original condition.

## **15. Dispute Resolution**

15.1 A party alleging dispute must provide written notice specifying particulars.

15.2 The parties must attempt good faith negotiation within seven (7) days.

15.3 Failing resolution, disputes shall be referred to mediation in Victoria administered by a mutually agreed mediator.

15.4 If mediation fails, courts of Victoria shall have exclusive jurisdiction.

15.5 Nothing prevents EZ Windows from pursuing debt recovery or statutory remedies.

## **16. Security of Payment**

The Building and Construction Industry Security of Payment Act 2002 (Victoria) applies where applicable.

## **17. Force Majeure**

EZ Windows shall not be liable for delay or failure due to events beyond reasonable control including:

- supply chain disruption;
- industrial action;
- acts of God;
- governmental restrictions;
- material shortages.

## **18. Governing Law**

These Terms are governed exclusively by the laws of Victoria, Australia.

## **19. Entire Agreement**

These Terms constitute the entire agreement between the parties and supersede all prior representations.

## **Customer Acknowledgement**

By placing an online order, the Customer acknowledges that:

- these Terms have been read and understood;
- acceptance occurs upon checkout and payment;
- the Contract creates binding legal obligations; and
- risk allocation and liability limitations are reasonable.