

General Terms & Conditions

Operable Louvre Roof Systems

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General terms & conditions

Shading Technologies WA

1. Names and Terms

- 1.1** This is an Agreement made between Shading Technologies WA (ABN 65625778609). Shading Technologies is also referred to as "STWA". The client named whose details appear in the Order (Client).

2. Payment

- 2.1** The Client agrees with Shading Technologies WA to purchase the products referred to in the Order (Products). The Products will be installed to the premises as specified in the section 1 of the Quote.
- 2.2** Any deviation from this quotation can only be varied in writing we will not accept any oral representations pertaining to any aspect of the product/s within the quotation and associated plans, drawings and/or any aspect of the delivery and installation.
- 2.3** This quotation replaces all previously dated quotation.
- 2.4** The Client shall pay to Shading Technologies WA the price specified in the order. All Products must be paid for as per STWA Payment Schedule in Section 3 of the quote. In the event the products are ready for installation but access to the Premises is delayed by a period greater than 14 days, 90% of the balance will be due for payment at this time.
- 2.5** Credit Card Transactions: All credit card transactions will attract an additional 1.5% transaction surcharge.
- 2.6** The title of the Products will not pass to the Client until all of the Purchase Price (and GST) has been paid in full.

3. Bookings

- 3.1** STWA shall be entitled to give three (3) days' notice that it is ready to commence the Installation. The Client must ensure that STWA's employees or contractors are given access to the Premises between 7:30am and 5:00pm in order to complete the Installation.
- 3.2** Cancellation of bookings within 24 hours of a booking or insufficient time granted to carry out the installation will incur a cancellation fee of \$85 per installer. This fee may also be applied if you book an installation, and your site is not ready for the installation.



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4. Lead Times

- 4.1 The lead time for each Louvre Roof project is approximately 3-4 months from the date of receipt of the deposit and completed final site measure. Client to please ensure Shading Technologies WA is made aware when site is ready.
- 4.2 Please note: STWA is committed to beating the estimated lead times for every project. Unfortunately, circumstances beyond STWA's control may delay the lead time. STWA is not liable for any costs incurred by the client due to these delays.

5. Proper Intended Use

- 5.1 STWA external products are primarily used to protect against solar radiation.
- 5.2 Any other usage or usage beyond this is regarded as not the intended use.
- 5.3 STWA is not liable for damage occurring as a result of use other than intended use. No modifications, extensions or conversions of STWA external products may be performed without the approval of the manufacturer.
- 5.4 Parts of STWA external products not in perfect condition are to be exchanged immediately. Only original spare parts provided by the manufacturer may be used. With parts procured from third-parties there is no guarantee that these are designed and manufactured according to stressing requirements and in accordance with relevant safety.
- 5.5 Additional loading of STWA external products due to suspended objects or through the anchoring of non-standard cables/ropes can lead to damage or the collapse of the product and is therefore not permitted.
- 5.6 Installation and maintenance work may only be performed by suitably trained / qualified personnel who will be supplied by STWA.
- 5.7 STWA accepts no liability for damage resulting from any non-intended use.

6. Installation

- 6.1 The Client will advise STWA at the initial consultation of any condition on the Premises (structural or otherwise) which might affect the Installation of the Products, or to which particular attention needs to be paid in order to avoid damage.



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6. Installation

- 6.2** The Client must inform STWA of conditions or modifications, either current or future, at the Premises which might affect Installation of the Products including (without limitation) window-sills, flyscreens, electrical and telephone cables, water and gas pipes that maybe encounter during the installation.
- 6.3** The Client is responsible for ensuring the Premises has adequate fixing points for proper and secure installation of the Products. The Client will be required to pay costs for any modification to the Premises that is required to ensure proper installation.
- 6.4** STWA will not be responsible for any defects in the Installation of the Products or damage to the Premises arising from any condition in or at the Premises which the Client has not disclosed to STWA during our consultation or due to modifications to the Premises after our consultation or final site measure.

7. Water, Plumbing & Drainage

- 7.1** STWA's exact scope of works will be communicated to the Client, and builder where applicable, to ensure water drainage is effectively managed.
- 7.2** The STWA roof systems and gutters are designed to collect and disperse rainwater from the square area of the quoted louvre roof, only. The STWA team are not roof plumbers and such are only able to provide a guide based on the project roof size.
- 7.3** Please note: Whilst no water can penetrate through the coverage of the louvre blades, there are small gaps between the louvre blades and bearings. The perimeter gutter mitigates some of the rainfall around these gaps, however STWA does not claim Operable louvre roofs to be 100% waterproof. Shading Technologies WA will waterproof everything within the roof framework. The responsibility for any leaks outside of this is by others.

8. Opening/Frame by Others

- 8.1** STWA are often required to install the roof systems into openings created by others. For such projects, it is imperative that all surrounding internal surfaces are made clean and square.
- 8.2** Corner welds in steel frames, fixings and other protrusions will need to be removed and/or countersunk prior to our installation. If this is not the case, there is a possibility that the project could be delayed.



8. Opening/Frame by Others (cont.)

- 8.3** The Client shall not be entitled to reject any Product supplied by reason only that the Products are not square within the wall, window or floor because the premises are not flat or by virtue of some condition in the Premises. The Client acknowledges and agrees that it is not generally possible for suppliers to make adjustments in the Products to framework or posts which are not square.

9. Site Changes

- 9.1** STWA understand that changes occur on construction sites. Should conditions on-site change between the period of the STWA check measure and installation, the client is responsible for advising STWA in a timely manner. STWA reserves the right to submit a variation fee for remedial work caused by these changes.

10. Engineering

- 10.1** No engineering certification has been allowed for to certify the adequacy of the weight/wind loads applied to the building from louvres and/or beams. The responsibility for the adequacy of the fixing substrate is by others.
- 10.2** STWA uses Kudos Louvres for all projects, which have been engineered to meet AS/NZ standards for wind loading. The engineered span distances of these louvre blades are set out in the Kudos span charts, which STWA strictly adhere to on all projects.

11. Motor

- 11.1** For all motorised products there is a risk of electrocution. Work on electrical components may only be carried out by licensed electricians.
- 11.2** The motor must never be used if the power supply cable is damaged.
- 11.3** The electric motor is not designed for continuous operation. After approx. 4 minutes of operation, the thermal protection engages and the motor switches off. After 15-30 minutes the motor is operational again, however with 1-2 minutes the renewed drive time is significantly reduced.

12. Modular Design

- 12.1** Louvre systems are based on a modular design with fixed blade sizes and fixing points. Sometimes, the unique sizes of some projects may necessitate a full or part fixed louvre installed at one or both ends of the system. These do not affect the operation of the roof and have minimal impact on the aesthetics and the gutter profile.



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12. Modular Design & Installation (cont.)

- 12.2** If it is possible to alter the roof dimensions to suit a modular size, it is possible for all louvres to be operable. STWA invites clients to please discuss this issue so an optimum bay opening size may be achieved.
- 12.3** Tolerances: Minor variations in the squareness of the beams or fixing points will result in mitre joins with minor gaps. While every effort is exercised to minimize variations tolerances may still exist.

13. Handover

- 13.1** As outlined in Section 3 of the quote, the final claim will be submitted on the last day on-site when installation is complete. An on-site demonstration of the system will be provided to the client. Should the client not be able to attend, STWA will provide a video of the system demonstration. Upon receipt of the final invoice payment, STWA will complete the hand over by delivering the Operable Louvre Roof remote control to the client.
- 13.2** The remote control for the louvres will only be provided following receipt of final payment.

14. Site Clean-Up

- 14.1** STWA prides itself on maintaining a tidy work site as much as practical throughout the project. All large debris and rubbish will be removed by STWA at the end of each work day. However, cutting of aluminium on-site is necessary for the bespoke nature of each of our projects. Unfortunately, small aluminium shavings are a bi-product of cutting on-site. Utmost care is taken to mitigate against shavings blowing around site.
- 14.2** STWA cannot guarantee the unfortunate impact of wind or other factors out of reasonable control. STWA will clean to a reasonable and high standard, however cleaning above and beyond this level is not quoted for, and STWA is not liable for any damage caused by the aluminium shavings.

15. Cancellation

- 15.1** Once the Client has entered into this Agreement by paying the deposit, the Client will be required to pay the full Purchase Price unless otherwise agreed in writing.

16. Termination

- 16.1** We have the right to terminate this Agreement if you have not told us of any condition which might reasonably be expected to affect the ability to complete the installation of the Products.



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16. Termination (cont.)

16.2 STWA may terminate this Agreement by written notice to the Client in the following circumstances:

(a) if the supplier advises STWA that it is not able to complete manufacture and delivery of the Products in time for the estimated Installation Date, or such other date as STWA may have agreed with the manufacturer; or

(b) if STWA (at its discretion) determines that the supplier will not complete its obligations to manufacture and deliver the Products by the estimated Installation Date; or

(c) the Products are lost or damaged prior to Installation.

16.3 STWA shall not be liable to the Client for any loss or damage as a consequence of termination pursuant to this clause.

16.4 If STWA terminates the Agreement pursuant to this condition it shall refund the Deposit to the Client.

17. Failure To Pay

17.1 STWA shall be entitled to terminate this Agreement by notice to the Client if the Client fails to pay any money when due under this Agreement. STWA shall be entitled to retain the Deposit and recover from the Client any sum to which STWA is entitled by law.

18. Liability Limitations

18.1 Notwithstanding anything else in this Agreement, STWA shall not be liable for indirect loss, loss of profits or economic loss arising from breach of this Agreement or by reason of any negligence on its part or on the part of its employees or contractors.

19. Warranty

19.1 STWA warrants Products will be free from defects subject to:

(a) them being used in the location at which they were installed; or

(b) being used for the purposes for which they are intended; and

(c) maintenance, cleaning and fair wear and tear.

19.2 From the date of final payment, STWA Louvre Roof Systems, are fully warranted for the first two years. This covers workmanship, louvres and all componentry, motors and switches. Labour costs included.



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19. Warranty (cont.)

- 19.3** From year two to the end of year five a warranty replacement of parts only, applies for all motors and switches. Labour and any required access/safety equipment costs are excluded.
- 19.4** STWA is not required to undertake any warranty claim until any amounts owed to it are paid in full.

20. Product Maintenance & Cleaning

- 20.1** STWA Louvre Roof Systems have been designed to be maintenance free and should require very little attention during their life time. However to comply with STWA warranties and to extend the longevity of the blades and powdercoatings, 6 monthly maintenance cleaning is necessary and highly recommended.
- 20.2** A more frequent cleaning or maintenance schedule may be required in certain situations such as: heavy usage, installation close to the ocean, high wind loads, sandy or dusty environments,.
- 20.3** To clean: Remove large loose debris and wipe surfaces with a soft brush or damp cloth. Salt, dust or other deposits may be removed with a soft brush and mild detergent. Wipe and rinse all surfaces with clean water.
- 20.4** No solvents or harsh chemical to be used as these may be harmful to the powdercoated surfaces.
- 20.5** On-going maintenance does not form part of the original STWA quote. STWA call out fees and/or hourly labour charges are applicable for any maintenance required by The Client following installation.

21. Products Defects

- 21.1** If the Client contends that there is any defect in the Product or the Installation of the Product, the Client must give written notice to Shading Technologies WA within seven (7) days of Installation specifying the defect.
- 21.2** STWA's responsibility for a breach of this Agreement or of a breach of a condition or warranty implied by the Competition and Consumer Act 2010 or the Fair Trading Act (WA) is limited to one of the following at Shading Technologies WA's choice:



21. Products Defects (cont.)

- 21.3** STWA's responsibility for a breach of this Agreement or of a breach of a condition or warranty implied by the Competition and Consumer Act 2010 or the Fair Trading Act (WA) is limited to one of the following at STWA's choice:
- (a) the replacement of the Products or the supply of equivalent goods; or
 - (b) the repair of the Products; or
 - (c) the payment of the cost of replacing the Products or of acquiring equivalent goods; or
 - (d) the payment of the cost of having the Products repaired.
- 21.4** In relation to any services which are to be provided by STWA under this Agreement STWA's liability is limited to one of the following at STWA's choice:
- (a) supplying the services again; or
 - (b) paying for the cost of having the services provided again.

22. Remedial Action

- 22.1** STWA is not required to undertake any remedial action pursuant to this Agreement until all amounts owed for products installed are paid in full. If the Products require repair or alterations the Client agrees that they may be required to be removed and sent to the manufacturer, after full payment.

23. Subcontracting

- 23.1** STWA may subcontract the installation services of the Products.

24. Overview

- 24.1** This Agreement represents the entire understanding between the Parties and replaces any earlier understanding or agreement. To the extent permitted by law, all warranties by STWA which might otherwise be implied are excluded. Requests for variations to the agreement must be communicated in writing. STWA may accept or decline such requests at its discretion.

25. Assigning Rights

- 25.1** The Client cannot assign this Agreement or any rights under this Agreement without the written consent of STWA, which shall be at STWA's discretion.
- 25.2** This Agreement is governed by the law of Western Australia.

