



Budget Insulated Panels

ACCEPTANCE OF TERMS

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE.

For the purpose of this agreement, the “Company” will refer to Budget Insulated Panels. These conditions of terms may change or be updated at any time.

DESCRIPTION OF SERVICES

The Company, through its website “www.budgetpanels.com.au” provides you with a variety of resources, including product and company information.

OVERDUE PAYMENTS

The product will not be delivered until all accounts are settled and the total amount owing has been paid. The purchaser will not be the legal owner of the product until the full amount has been paid. The Company reserves the right to take possession of the product until all accounts have been settled.

INSULATED PANELS

- a) This quote is valid for 30 days from date of ORIGINAL quote.
- b) Quote is based upon information supplied by client. Should the dimensions differ at any time, quote will have to be revised to suit. The Company takes no responsibility for the dimensions provided by the client.
- c) Quotes based on architectural plans are an estimate only and will need to be confirmed once final site measure is done. The customer is strongly advised to check over the quote once it is written to confirm all details, including measurements, provided in the quote.

- d) Freight is at purchaser's risk.
- e) Standard deliveries to site are a maximum of 8.0 metres. Budget Insulated Panels must be advised where site access may be restricted for deliveries. Delivery is to the nearest point. Failure to do so may incur further charges for re-delivery.
- f) Flashings longer than 8.0 metres will be supplied in multiple lengths with additional 200mm for overlap.
- g) It is up to the purchaser to accommodate the panels when picking up, so they are not damaged in any way during pickup. The appropriate vehicle or trailer to carry the panels must meet government transport guidelines. The purchaser is also responsible to bring appropriate tie downs and protective wrapping so the panels are not damaged. Freight is at purchaser's risk. Customer has the responsibility to tie down the load sufficiently.
- h) We highly recommend using a qualified installer with a QBCC license. All cut/ bare metal must be treated properly for rust prevention as normal for all steel products or void the warranty.
- i) Prices subject to change without notice due to Australian dollar, shipping costs etc.
- j) Invoice can have occasional errors; E + OE are on every invoice stating this so the invoice is not a binding contract.
- k) Lead times may vary depending on coil availability.
- l) Transport companies, it is up to the customer to organize the transport and responsibility ceases after panels are loaded onto the vehicle.
- m) No responsibility for manufacturing times is taken by Budget Insulated Panels.
- n) The Customer must indemnify the Supplier in respect of any claims, losses, costs or damages that the Supplier may incur as a result of the Supplier taking action under clause 1(a, b +c).

PATIO AND CARPORT KIT

1. Interpretation

- 1.1 In these Terms: "Company" means Budget Insulated Panels; "Customer" means the purchaser of Goods from the Company. "Goods" means all goods sold and/or delivered by or on behalf of the Company to the Customer. "Terms" means these terms and conditions of sale.

2. Application

- 2.1 These Terms apply to all contracts for the sale of Goods by the Company.

- 2.2 No amendment, alteration, waiver or cancellation of any of these Terms is binding on the Company unless confirmed by the Company in writing.
- 2.3 The Customer acknowledges that no employee or agent of the Company has any right to make any representation, warranty or promise in relation to the Goods or the sale of the Goods other than as contained in these Terms.
- 3. Prices**
- 3.1 Prices are determined at the time of order and, prior to payment of the deposit. Prices are subject to change without notice.
- 4. Payment**
- 4.1 Payments are to be made to the Company without any deduction or discount other than as stated in these Terms or in the relevant quote, invoice or statement.
- 4.2 The customer must pay the full amount (100%) of the cost of the products they have ordered at the time of their order placement. The customer's order will not be placed with the manufacturer until the full amount has been paid.
- 4.3 If an account has been arranged with a customer, the balance of the invoice price must be paid in full before collection or delivery.
- 4.4 The Customer must indemnify the Supplier in respect of any claims, losses, costs or damages that the Supplier may incur as a result of the Supplier taking action under clause 1(a, b +c).
- 5. Delivery**
- 5.1 The Customer must, within 5 days of being notified of their availability, collect or accept delivery of the Goods and pay the balance of the invoice price. 5.2 The Customer, not the Company, is responsible for arranging delivery and paying for delivery.
- 5.2 If the Customer fails to collect the Goods or accept delivery within 21 days of being notified of their availability, the Company may terminate this contract, keep the deposit and resell the Goods.
- 5.3 In addition to clause 4.4, the Company reserves the right to charge the Customer storage on goods not collected or delivered within 5 days of notification of their availability at the rate of \$50.00 per week or part thereof.
- 5.4 The Company reserves the right to deliver the Goods in whole or in instalments, as well as to deliver prior to the date for delivery and, in such event, the Customer must not refuse to take delivery of the Goods.
- 5.5 Any failure on the part of the Company to deliver instalments within any specified time does not entitle the Customer to repudiate the contract with regard to the balance remaining undelivered.

6. Title

6.1 Legal and beneficial ownership of the Goods will not pass to the Customer until such time as the Goods have been paid in full in cash or cleared funds.

7. Risk and Insurance

7.1 The Goods are entirely at the risk of the Customer from the moment of delivery to the Customer's point of delivery or on collection, even though title in the Goods has not passed to the Customer at that time.

7.2 The Customer must, at its own expense, maintain the Goods and insure them for the benefit of the Company against theft, breakdown, fire, water and other risks as from the moment of delivery to the Customer and until title in the Goods has passed to the Customer.

8. Inspection

8.1 Unless the Customer has inspected the Goods and given written notice to the Company within 1 day after collection or delivery that the Goods do not comply with the relevant specifications or descriptions, the Goods are deemed to have been accepted in good order and condition.

9. Cancellations

9.1 No order may be cancelled, modified or deferred without the prior written consent of the Company (which is at the Company's sole discretion). If such consent is given it is, at the Company's election, subject to the Company being reimbursed all losses, including loss of profits, and paid a cancellation fee (being not less than 20% of the invoice price of the Goods).

10. Limited Liability

10.1 These Terms do not affect the rights, entitlements and remedies conferred by the Trade Practices Act 1974.

10.2 The Company is not subject to, and the Customer releases the Company from, any liability (including but not limited to consequential loss or damage) because of any delay in delivery or fault or defect in the Goods. The Customer acknowledges that the Company is not:

- (a) responsible if the Goods do not comply with any applicable safety standard or similar regulation; and
- (b) liable for any claim, damage or demand resulting from such non-compliance.

10.3 If any statutory provisions under the Trade Practices Act 1974 or any other statute apply to the contract between the Company and the Customer then, to the extent to which the

Company is entitled to do so, the Company's liability under the statutory provisions is limited, at the Company's option, to:

- (a) replacement or repair of the Goods or the supply of equivalent Goods; or
- (b) payment of the cost of replacing or repairing the Goods or of acquiring equivalent goods; and in either case, the Company will not be liability for any consequential loss or damage or other direct or indirect loss or damage.

11. Warranty

- 11.1 All Goods supplied are covered by such warranties as are specified by the manufacturer and supplied subject to the product standards detailed by the manufacturer.
- 11.2 On discovery of any defect in the Goods, the Customer must immediately notify the Company in writing of such defect. The Customer must not carry out any remedial work to alleged defective Goods without first obtaining the written consent of the Company to do so.
- 11.3 The provisions of any act or law (including but not limited to the Trade Practices Act 1974) implying terms, conditions and warranties, or any other terms, conditions and warranties which might otherwise apply to or arise out of the Contract are hereby expressly negated and excluded to the full extent permitted by law.
- 11.4 The Customer expressly acknowledges and agrees that it has not relied upon, and the Company is not liable for any advice given by the Company, its employees, agents or representatives in relation to the suitability for any purpose of the Goods.

12. Description, Display and Samples

- 12.1 Any description given or applied to the goods is given by way of identification only and the use of such description shall not constitute a sale by description. For avoidance of doubt, the Customer hereby affirms that it does not in any way rely on any description when entering into the contract.
- 12.2 Any display product or sample inspected by the Customer is solely for the Customer's convenience and does not constitute a sale by sample.
- 12.3 Where a sample of Goods is shown to and inspected by the Customer, the parties hereto accept that such a sample is representative in nature and the bulk of the order may differ slightly as a result of the manufacturing process.

13. Contract

- 13.1 The terms of the Contract are wholly contained in these Terms and any other writing signed by both parties. The Contract is deemed to have been made when an order was placed and any cause of action is deemed to have arisen then.

14. Force Majeure

14.1 The Company will not be liable for any breach of contract due to any matter or thing beyond the Company's control (including but not limited to transport stoppages, transport breakdown, fire, flood, earthquake, acts of God, strikes, lock-outs, work stoppages, wars, riots or civil commotion, intervention or public authority, explosion or accident.

15. Waiver

15.1 The failure of either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this agreement.

16. No Assignment

16.1 Neither the Contract, nor any rights under the Contract may be assigned by the Customer without the prior written consent of the Company, which is at the Company's absolute discretion.

17. Severability

17.1 If any provision contained in these Terms is held by a court to be unlawful, invalid or unenforceable, the validity and enforce-ability of the remaining provisions are not affected.

18. Governing Law

18.1 These Terms and the Contract shall be governed by the law of Queensland and the parties submit to the courts of Queensland in respect of any dispute arising.

OWNERSHIP OF GOODS

Legal and beneficial ownership of the Goods will not pass to the Customer until such time as the Goods have been paid in full in cash or cleared funds. The company has the right to take goods of greater value of outstanding accounts to recover any losses including debt collection:

- (a) Ownership of the Goods does not pass to the Customer until all amounts due are paid to the Supplier.
- (b) Unless payment for the Goods is made to the Supplier by due date, the Supplier, or its agents or employees, may at any time enter on to the site where the Goods are stored and remove the Goods.
- (c) The Customer must indemnify the Supplier in respect of any claims, losses, costs or damages that the Supplier may incur as a result of the Supplier taking action under clause 1(a, b +c).
- (d) Until the Customer has paid for the Goods:

- (i) The Customer must not use, sell, lease, dispose, assign or encumber the Goods (by mortgage, lien, charge or otherwise) without the consent of the Supplier; and
- (ii) The Customer must store the Goods separately in a readily identifiable state.

CHANGES TO TERMS AND CONDITIONS

The Company may, from time-to-time, and in its sole discretion, modify these Terms of Use. The Company reserves the right to impose charges for any features or services. The modified Terms of Use will be effective immediately upon posting. You understand and agree that your continuing use of the Company Website shall constitute your unequivocal acceptance of and agreement to the new posted Terms of Use. You further agree to review the Terms of Use periodically and your continued use of the Company Website following such modification will indicate your acceptance of any modified Terms of Use. If you do not agree with the modified Terms of Use, your only remedy shall be to discontinue using the Company Website.

USE RESTRICTIONS

There are certain conducts which are strictly prohibited when using the Services and/or the Site. Please read the following restrictions carefully. Your failure to comply with the provisions set forth may result in the termination of your access to the Services and/or Site and may also expose you to civil and/or criminal liability.

You may not, whether by yourself or anyone on your behalf, unless expressly permitted under these Terms:

- (i) Copy, modify, adapt, translate, reverse engineer, decompile, or disassemble, in any way, any portion of the content made accessible through our Site or Services including any content, information, videos, texts, graphics or software programs used by us in connection with the Site and/or our Services, materials, descriptions and data obtained from or through our Site and/or Services, as well as any information relating to our Videos (the "Content") or publicly display, reproduce, create derivative works from, perform, distribute, or otherwise use our Content, other than as permitted under these Terms;
- (ii) Make any use of our Content on any other website or networked computer environment for any purpose, replicate, or copy the Content without our prior written consent;
- (iii) Create a browser or border environment around our Content (no frames or inline linking is allowed);
- (iv) Interfere with or violate any other Users right to privacy or other rights, harvest or collect personally identifiable information about Users of the Services and/or Site without their express consent, including using any robot, spider, site search or retrieval application, or other manual or automatic device, process to retrieve, index, or data-mine and you may not engage in or attempt to engage in any form of testing, scanning, crawling, scraping, probing, robotic navigating, bulk extracting or hacking the Service and/or the Site;

- (v) Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others, including Users;
- (vi) Transmit or otherwise make available in connection with our Site any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, including any actually or potentially harmful, disruptive, or invasive code or component;
- (vii) Interfere with or disrupt the operation of the Services and/or Site, or the servers or networks that host the Services and/or Site or make them available, or disobey any requirements, procedures, policies, or regulations of such servers or networks;
- (viii) Sell, license, or exploit for any commercial purposes, any use of or access to the Services and/or Content of this Site and may not provide our Content to a third party by form of reselling, licensing, transferring, redistributing, assigning, mirroring or displaying;
- (ix) Frame or mirror any part of this Site without our prior written authorisation;
- (x) Create a database by systematically downloading and storing all or any of the Content from this Site;
- (xi) Forward any data generated from the Services and/or Site without our consent;
- (xii) Use the Services and/or Site for any illegal, immoral or unauthorized purposes; and
- (xiii) Use the Services and/or Site and/or Content for non-personal or commercial purposes without our express prior written consent.

WARRANTY

We make no warranty or representation, express or implied regarding the quality, content, form, performance, fitness for purpose, merchantability or otherwise, regarding this website. all implied warranties including the implied warranties of merchantability and fitness for a particular purpose are hereby express excluded and disclaimed. you utilize this website at your own risk and we shall have no responsibility for your utilisation of this website.

LEGAL NOTICE AND DISCLAIMER

We maintain this Website as a service to Internet users and its use is a privilege to the visitor. All information is provided without warranty of any kind, either express or implied or for non-infringement. Access and use of the Website and all company links are subject to the terms and conditions set forth herein and to all applicable laws regulating the use of the Internet and those relating to the use of information. The use of this Website is also subject to all applicable laws involving copyrighted materials and intellectual property. The materials on this Website, including without limitation, all text, graphics, charts, pictures, images, documents, line art, icons, and renditions are materials that are protected by federal law against unauthorised copying and

reproduction. Moreover, the information, software, products, text, graphics, charts, pictures, images, documents, line art, icons, and services published on this Website may include inaccuracies or typographical errors. From time to time, and regrettably so, we may make an error on an important piece of information. Also, we make regular changes and additions to the information herein.

Budget Insulated Panels and its subsidiaries and affiliates may make improvements or changes in this website at any time. In no event shall Budget Insulated Panels and its subsidiaries and affiliates be liable for any direct, indirect, actual, punitive, incidental, special or consequential damages arising out of or in any way connected with the use of this website, whether based on contract, tort, strict liability or otherwise, even if Budget Insulated Panels and affiliates have been advised of the possibility of damages.

NOTICE

Descriptions and specifications contained herein were in effect at the time this publication was approved. In a continuing effort to refine and improve products, we reserve the right to discontinue products at any time or change specifications and/or designs without notice and without incurring any liability or obligation. Application details are for illustration purposes only, and may not be appropriate for all environmental conditions, building designs, or panel profiles. Projects should be designed to conform to applicable building codes, regulations, and accepted industry practices. For clarity insulation is not shown in these details. If there is a conflict between the product information contained on this website and our affiliate, subsidiary or division generated shop drawings, the shop drawings shall take precedence.

LIMITATIONS OF LIABILITY

The company and its directors, officers, partners, employees, or agents shall not, under any circumstances, be liable for any direct, consequential, incidental, indirect or special damages, of any kind, or any other damages whatsoever, or any decision made or action taken by you in reliance upon the materials or those resulting from loss of use, data or profits, whether resulting from the use of or inability to use any materials on the company website (or a third party website linked to the company website), or any other cause; and even if caused by the negligence of company or by the negligence of its respective licensors or service providers, and even if any of them has been apprised of the likelihood of such damages occurring.

The above limitations and exclusions shall fully apply that applicable law permits, in all actions of any kind, whether based on contract, tort (including, without limitation, negligence) or any other legal or equitable theory. any clause declared invalid shall be deemed severable and not affect the validity or enforceability of the remainder of these terms of use.

VIOLATIONS OF TERMS OF USE

The Company reserves the right to seek all remedies available at law and in equity for violations of these Terms of Use, including the right to temporarily or indefinitely block or restrict access from

you or a particular Internet address to the Company Website, and terminate the Agreement, with or without advance notice.

INDEMNIFICATION

You agree to indemnify, defend, and hold the Company, and its respective shareholders, members, partners, directors, managers, officers, employees, agents, information providers and attorneys, harmless from any and all liabilities, losses, claims, and expenses, including, but not limited to, all legal fees and costs arising from or relating to:

- (i) your failure to comply with any of these Terms of Use; and
- (ii) your use of the Company Website. The Company has no duty to reimburse, defend, indemnify, or hold you harmless resulting from, relating to, or arising out of, these Terms of Use or the Company Website.

MISCELLANEOUS

This Section, and the provisions of these Terms of Use addressing disclaimers of representations and warranties, indemnity obligations, intellectual property and governing law, shall survive the termination of these Terms of Use.

These Terms of Use and the Company Privacy Policy contained on this website, constitute the entire agreement between the Company and you with respect to your use of the Company Website, and supersede all previous written or oral agreements. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

The section headings used herein are for convenience only and shall not be given any legal import. If any provision of these Terms of Use is found to be invalid or unenforceable in any jurisdiction, such provision shall be fully severable in such jurisdiction, and the Terms of Use shall be construed and enforced as if in such jurisdiction such provision had never comprised a part hereof.

In such event, the remaining provisions of these Terms of Use shall remain in full force and effect. The Terms of Use are intended by the parties as a final expression of agreement containing all oral and written understandings between you and the Company.

By using the company website, you acknowledge that you have read these terms of use understand them and agree to be bound by all the terms and conditions herein.

Budget Insulated Panels provides this privacy statement ("Privacy Statement") to demonstrate our respect for the privacy of our on-line visitors. This Privacy Statement sets forth, on behalf of Budget Insulated Panels and any and all of its affiliates, divisions and/or subsidiaries (collectively referred to as "Budget Insulated Panels"), information gathering, and dissemination practices used on this Website ("Site").

This Privacy Statement is subject to and made a part of the Site's Terms of Use Agreement; use of this Website constitutes acceptance of this Privacy Statement and the Terms of Use. Budget Insulated Panels Terms of Use are hereby incorporated herein by reference.

We will not knowingly share information provided by you with anyone other than its subsidiaries and affiliates, except as required or permitted by applicable law. However, no data transmission over the Internet can be guaranteed to be one hundred percent secure. Accordingly, you acknowledge that we do not promise or ensure that such information will remain confidential or secure. We may, however, use information that you provide for its own market research purposes and development of prospect lists.

We reserve the right to revise this Privacy Statement from time to time in its sole discretion, without prior notice. Consequently, you should review this Privacy Statement frequently.

THE INFORMATION WE COLLECT

Our Site's information form allows you to give us certain personally identifiable information such as your user name, first and last name, and password and email address. In addition, our Site allows you to identify your company name, title, job specialty, phone number and address.

HOW WE USE THE INFORMATION

Currently, we may use the information you provide to fulfill your requests for our products, programs, or services; to respond to your potential enquiries about our offerings; and to offer you other products, programs or services that we believe may be of interest to you. We may use this information to communicate with you. In addition, we may on occasion combine information we receive from you with other information to enhance our ability to market to you those products and services, which may be of interest to you.

We sometimes may use the information that we collect to improve the design and content of our Website and to enable us to personalize your Internet experience. We also may use this information to analyse site usage, as well as to offer you products, programs or services. In addition, we may use your IP address to help diagnose problems with our server, to administer our web site, and to help identify you and gather demographic information. When you view the Site we may store some information on your computer in what is known as a "Cookie".

In using this Website or in providing information to us, you authorize us to use such information as set forth in this Privacy Statement.

Although we take measures to safeguard against unauthorized disclosures of information, we cannot assure you that the information that we collect will never be disclosed in a manner that is inconsistent with this Privacy Statement.

Notwithstanding the foregoing and in compliance with applicable laws, we intend to:

- (a) cooperate fully with state, local, and federal officials in any investigation relating to any information or content (including, without limitation, personal or private electronic communications transmitted to us on or through the Website) or purported unlawful activities of any visitor; and
- (b) protect its proprietary rights. For the purposes of accomplishing such cooperation and measures and in compliance with applicable laws, we may disclose personal information. In addition, we may, but is not obligated to, monitor the Website and may disclose any information, content, records, or electronic communication of any kind:
 - (i) to satisfy any law, regulation, or governmental request;
 - (ii) if such disclosure is necessary or appropriate to operate our company; or
 - (iii) to protect the rights or property of Budget Insulated Panels or others.

COOKIES

When you access our Site, cookies will be used to distinguish you from other visitors to our Site. Cookies are text files placed on your computer to collect standard Internet log information and visitor behaviour information. The information is used to track visitor use of our Site and allows us to: provide you with an enjoyable experience when you access our Site; improve our Site; and compile statistical reports on visitors to our Site and activity on our Site. Our software will issue cookies to your system when you access and use our Site and you will be asked to consent to this at the time (e.g. when you first visit our Site). Cookies do not affect your privacy and security since a cookie cannot read data off your system or read cookie files created by other sites. You can set your system not to accept cookies if you wish (for example by changing your browser settings so cookies are not accepted), however please note that some of the features of our Site may not function if you remove cookies from your system. For further general information about cookies please visit www.aboutcookies.org or www.allaboutcookies.org

HOW DO I ACCESS INFORMATION BUDGET INSULATED PANELS HOLDS ABOUT ME OR MAKE A COMPLAINT?

Subject to some exceptions allowed by law, you are entitled to access your personal information.

The easiest way to access or correct information we hold about you or to make a complaint regarding how we have dealt with your personal information is by contacting us at sales@budgetpanels.com.au. Alternatively, you can contact us via the mailing address or phone number found at the end of this policy.

If you've made a complaint, we will send you a written response acknowledging that your complaint has been received and providing you with contact details for the representative handling it and the estimated time it will take to provide you with an update on its status.

OPTING OUT

If you wish to opt out of receiving communications from us, you can let us know by emailing us at sales@budgetpanels.com.au

CHANGES TO THIS POLICY

We make changes to its privacy policy from time to time. These changes will be reflected in the contents of this page.

ADDITIONAL QUESTIONS?

If you have any questions about our privacy policy, the information that we have collected from you online, the practices of this site or your interaction with this website, please contact us at sales@budgetpanels.com.au. You can also reach us via mail or phone at 0459 517 207.

Email: sales@budgetpanels.com.au

Address: 11 Hook Ct, Sarina, Qld, 4737