



Terms and Conditions of Trade

Wolf Signs Pty Ltd | ABN 43 050 492 987

1. Definitions

- 1.1** Buyer means the person or entity ordering Goods or Services from the Seller, including its authorised representatives, successors and permitted assigns.
- 1.2** Contract means the accepted Quote, these Terms, any agreed scope, drawings or specifications, and any written variation.
- 1.3** Goods means all signs, components, materials, products and other goods supplied or to be supplied by the Seller.
- 1.4** GST has the meaning given in A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- 1.5** Price means the price stated in the Quote, as adjusted under the Contract.
- 1.6** Quote means the Seller's written quotation, proposal or order confirmation.
- 1.7** Seller means Wolf Signs Pty Ltd (ABN 43 050 492 987).
- 1.8** Services means all design, project management, manufacture, supply, delivery, installation, maintenance, advice and related services provided by the Seller.
- 1.9** Site means any location at which Goods are delivered or Services are performed.
- 1.10** Terms means these Terms and Conditions of Trade.

2. Contract and acceptance

- 2.1** The Buyer accepts these Terms by signing or accepting a Quote, issuing a purchase order, instructing the Seller to proceed, paying a deposit, approving artwork or accepting any Goods or Services.
- 2.2** A purchase order or other Buyer document is administrative only. Any inconsistent term does not apply unless the Seller expressly accepts it in writing.
- 2.3** A Quote remains open for 30 days unless it states otherwise and may be withdrawn before acceptance. The Contract begins when the Seller confirms acceptance or starts work.
- 2.4** The Buyer must promptly notify the Seller of changes to its name, ownership, address, contact details or credit status.
- 2.5** Electronic signatures and communications may be used to form, vary and administer the Contract.

3. Scope, artwork and approvals

- 3.1** The scope is limited to the Goods and Services expressly stated in the Quote. Unless stated otherwise, permits, engineering certification, traffic control, access equipment, power, patching, painting, hazardous-material work and removal of concealed services are excluded.
- 3.2** The Buyer must check all proofs, drawings, dimensions, quantities, spelling, colours, materials and specifications. Written approval authorises production and the Buyer bears the cost of changes requested after approval, except where the Seller has not followed the approved documents.
- 3.3** The Seller may rely on dimensions, files, specifications and instructions supplied by or for the Buyer. The Buyer must promptly verify Site dimensions where the Quote requires it.
- 3.4** Samples, screens and printed proofs are indicative. Reasonable trade tolerances may apply to colour, finish, material, dimensions and production, but this clause does not excuse a failure to meet an express specification or any non-excludable guarantee.
- 3.5** The Buyer warrants that materials and instructions it supplies may lawfully be used and do not infringe another person's rights. The Buyer indemnifies the Seller against third-party claims caused by a breach of this warranty, to the extent caused by the Buyer.

4. Price, GST and variations

- 4.1** The Buyer must pay the Price and GST. Unless expressly included, freight, installation, permits, after-hours work, inductions, parking, tolls and third-party charges are additional.
- 4.2** The Price is based on the information and Site conditions known at the Quote date. If that information is inaccurate or incomplete, or concealed or unexpected Site conditions are encountered, the Seller may propose a reasonable variation.
- 4.3** A variation must, where practicable, be agreed in writing before work proceeds. Urgent work reasonably required for safety, protection of property or continuity may proceed after notice, with the Buyer paying the reasonable documented cost.

- 4.4** If input costs materially increase due to a law, tax, tariff or event outside the Seller's reasonable control before procurement, the parties will negotiate a fair adjustment. The Seller may not unilaterally increase an accepted fixed price except under this clause or an agreed variation.

5. Payment

- 5.1** The Buyer must pay any deposit stated in the Quote and each invoice by its due date. If no due date is stated, payment is due within 30 days of the invoice date.
- 5.2** The Buyer may dispute an invoice by giving written reasons within 7 days, but must pay the undisputed amount when due. The parties must promptly work to resolve the dispute.
- 5.3** Overdue amounts accrue simple interest at the Reserve Bank of Australia cash rate target plus 8% per annum, calculated daily. The Buyer must reimburse reasonable external recovery costs actually incurred because of its payment default.
- 5.3A** If any invoice remains unpaid more than 30 days after its due date, the Buyer must pay a late payment administration fee, as a reasonable estimate of the Seller's costs of administering and following up the overdue account: \$50 (ex GST) where the invoice total is less than \$1,000, or \$150 (ex GST) where the invoice total is \$1,000 or more. This fee is in addition to interest and recovery costs under clause 5.3.
- 5.4** The Buyer must not set off or withhold payment except for a genuine disputed amount, a right under the Contract or a right that cannot lawfully be excluded.
- 5.5** If applicable legislation gives either party rights concerning progress claims, payment schedules or adjudication, that legislation prevails to the extent of inconsistency.

6. Delivery, installation and Site access

- 6.1** Delivery and completion dates are estimates unless expressly agreed as fixed. The Seller must use reasonable endeavours to meet them and notify the Buyer of material delay.
- 6.2** Delivery occurs when Goods are collected, delivered to the Site or handed to the Buyer's carrier or nominee. Risk passes on delivery, except to the extent loss or damage is caused by the Seller.
- 6.3** The Buyer must provide timely, safe and unobstructed Site access, suitable working areas, accurate service-location information, required inductions and any facilities stated in the Quote.
- 6.4** The Seller may suspend Site work where conditions are unsafe, access is unavailable or the Buyer has not met a required dependency. Reasonable delay and remobilisation costs caused by the Buyer are payable as a variation.
- 6.5** The Seller may deliver in instalments and invoice each instalment. The Buyer must not reject conforming Goods merely because the delivery is partial.

7. Risk, storage and insurance

- 7.1** After risk passes, the Buyer must keep the Goods protected and insured for their replacement value until paid for in full.
- 7.2** If the Buyer delays delivery or installation, the Seller may store the Goods at the Buyer's risk and charge reasonable storage, handling and redelivery costs after giving notice.
- 7.3** The Buyer must not alter, move or allow third parties to work on installed Goods before completion without the Seller's consent, where doing so may affect safety, performance or warranty.

8. Inspection, defects and returns

- 8.1** The Buyer must inspect Goods promptly and notify the Seller in writing of visible shortage, transit damage or non-conformity within 7 days after delivery. Latent defects must be notified within a reasonable time after discovery.
- 8.2** The Seller must be given a reasonable opportunity to inspect and, where responsible, rectify the issue. The Buyer must not return Goods without written authorisation.
- 8.3** Custom-made or correctly supplied Goods cannot be returned for change of mind. Approved returns may be subject to reasonable freight, inspection and restocking costs disclosed before return.
- 8.4** Nothing in this clause limits rights or remedies that cannot lawfully be excluded.

9. Warranty and Australian Consumer Law

- 9.1 The Seller warrants that its Services will be performed with due care and skill and that Goods manufactured by it will materially conform to the approved specification.
- 9.2 Third-party Goods carry the manufacturer's warranty to the extent assignable, in addition to any rights that cannot lawfully be excluded.
- 9.3 The warranty does not cover fair wear and tear, misuse, vandalism, unauthorised alteration, failure to maintain, unsuitable cleaning, abnormal environmental exposure, movement of supporting structures or defects caused by Buyer-supplied information or materials, except to the extent the Seller caused or contributed to the loss.
- 9.4 The Competition and Consumer Act 2010 (Cth), including the Australian Consumer Law, and other laws may confer non-excludable rights. These Terms do not exclude, restrict or modify those rights.
- 9.5 Where permitted by law and the failure is not a major failure, the Seller's liability for breach of a statutory guarantee is limited, at the Seller's option, to repair, replacement or resupply, or the reasonable cost of doing so.

10. Intellectual property

- 10.1 The Seller retains ownership of its pre-existing materials, methods, concepts, templates, drawings and production files. On full payment, the Buyer receives a non-exclusive licence to use the final approved deliverables for the purpose for which they were supplied.
- 10.2 Unless the Quote expressly includes transfer, editable working files, manufacturing files and unused concepts are not supplied. The Seller may reuse general skills, know-how and non-confidential elements.
- 10.3 The Seller may photograph completed work and identify the Buyer in its portfolio unless the Buyer reasonably objects in writing for confidentiality or security reasons.

11. Personal Property Securities Act

- 11.1 Title to Goods does not pass until the Seller has received all amounts owing for those Goods. Until then, the Buyer must keep identifiable Goods separate where practicable and must not create an interest inconsistent with the Seller's rights.
- 11.2 The Buyer acknowledges that these Terms may create a security interest under the Personal Property Securities Act 2009 (Cth) (PPSA) and consents to the Seller registering that interest. The Buyer must provide reasonable information needed for registration.
- 11.3 To the extent permitted by law, the Buyer waives the right to receive a verification statement. Nothing authorises entry onto premises or recovery of Goods except lawfully and on reasonable notice where practicable.
- 11.4 If Goods are processed, mixed or sold before title passes, the Seller's interest continues in proceeds to the extent provided by the PPSA.

12. Suspension and default

- 12.1 A party in material breach must remedy the breach within 7 days after written notice, or within a reasonable shorter period if urgent. No cure period is required for an irremediable breach.
- 12.2 The Seller may suspend performance on reasonable notice if an undisputed amount remains overdue, the Buyer fails to provide safe access or necessary approvals, or the Seller reasonably believes continuing would expose people or property to risk.
- 12.3 A party may terminate immediately if the other becomes insolvent or repudiates the Contract, subject to applicable law. Termination does not affect accrued rights.
- 12.4 On suspension or termination, the Buyer must pay for conforming work performed, committed custom materials that cannot reasonably be cancelled or reused, and reasonable demobilisation costs, less costs avoided by the Seller.

13. Cancellation

- 13.1 The Buyer may cancel before completion by written notice. The Buyer must pay the amounts described in clause 12.4, but the Seller must take reasonable steps to mitigate its loss.
- 13.2 The Seller may cancel before commencing work if it cannot reasonably perform due to unavailable materials, legal restrictions or circumstances beyond its control, and must refund any amount paid for work not performed or Goods not supplied.

14. Liability and indemnities

- 14.1 Neither party is liable to the other for indirect or consequential loss, loss of profit, revenue, opportunity or goodwill, except where the loss was reasonably foreseeable and arises from fraud, wilful misconduct, breach of confidentiality, infringement, personal injury or property damage.
- 14.2 To the maximum extent permitted by law, the Seller's aggregate liability arising from a Contract is limited to the greater of the Price paid or payable under that Contract and the amount recoverable under the Seller's relevant insurance.
- 14.3 The limitations do not apply to liability that cannot lawfully be limited and apply only to the extent fair and reasonable in the circumstances.
- 14.4 Each party must take reasonable steps to mitigate loss. Liability is reduced to the extent the other party or a third party caused or contributed to the loss.

15. Privacy and credit information

- 15.1 The Seller may collect, use, store and disclose personal information for quoting, supply, account administration, payment processing, credit assessment, debt recovery, legal compliance and related business purposes.
- 15.2 Where the Privacy Act 1988 (Cth), Australian Privacy Principles or credit-reporting rules apply, the Seller will handle information in accordance with those laws and its applicable privacy notices.
- 15.3 The Buyer authorises reasonable trade-reference and credit checks where credit is requested and warrants that it has authority to provide personal information about its representatives.

16. Confidentiality

- 16.1 Each party must protect the other's confidential information and use it only for the Contract, except information that is public other than through breach, independently developed, lawfully received from a third party or required to be disclosed by law.

17. Force majeure

- 17.1 Neither party is liable for delay or failure caused by an event beyond its reasonable control, provided it promptly notifies the other, takes reasonable steps to minimise the effect and resumes performance when practicable.
- 17.2 If the event continues for more than 60 days and materially prevents performance, either party may terminate the affected work on written notice. The Buyer must pay for conforming work completed and non-cancellable commitments, less costs avoided.

18. Disputes and general

- 18.1 A party claiming a dispute must give written details. Senior representatives must meet or confer in good faith within 10 business days before court proceedings are started, except for urgent relief, debt recovery or a statutory right.
- 18.2 The Contract is governed by Queensland law and the parties submit to the courts of Queensland and courts entitled to hear appeals from them.
- 18.3 If part of the Contract is invalid or unenforceable, it is read down or severed to the minimum extent necessary, without affecting the remainder.
- 18.4 A waiver must be in writing and applies only to the specific instance. A party may assign the Contract with the other's prior written consent, not to be unreasonably withheld, except to a related body corporate that can perform the obligations.
- 18.5 Notices may be sent to the postal or email address last notified and are taken received when delivery is confirmed, subject to contrary evidence.
- 18.6 These Terms may be updated for future Contracts. A change does not alter an existing Contract unless both parties agree in writing or the change is required by law.

Important: This document is a commercial drafting update and is not a substitute for legal advice. Wolf Signs should have an Australian commercial lawyer review it against its quoting, credit, installation, warranty and PPSR practices before issue.