TERMS AND CONDITIONS

These Terms and Conditions (the "Agreement") apply to all goods and services provided by the Seller ("Steel River Buildings Australia") to the Customer ("You").

1. Definitions and Interpretation

Unless the context otherwise requires, the following definitions apply:

1. **Agreement**
   These Terms and Conditions.
2. **Bill of Materials**
   The building-material quantities list provided by the Seller to the Customer.
3. **Building Materials**
   All materials associated with the physical construction of the end Product.
4. **Construction**
   All elements associated with the physical erection of the Building Materials to result in the completed Product.
5. **Construction Support**
   Any erection advice given by the Seller to the Customer.
6. **Customer**
   The purchaser of the Kit Order specified on the Quotation or Invoice.
7. **Goods**
   The goods and/or services associated with the Kit Order.
8. **Invoice**
   The tax invoice detailing the price of the Quotation.
9. **Kit Order**
   A pre-engineered steel building kit sold by the Seller to the Customer.
10. **Manufacture**
    The phase where the Kit Order is in production by the Supplier.
11. **Party**
    Either the Seller or the Customer.
12. **Practical Completion**
    The point at which all building work is complete, or all but complete, in accordance with the contract.
13. **Price**
    The price of the Kit Order and any associated services.
14. **Price Increase**
    Any change in market conditions affecting the Price of the Kit Order.
15. **Product**
    The end Product delivered under the Kit Order.
16. **Production**
    When the balance of payment has been made and the Kit Order enters Manufacture.
17. **Quotation**
    The document setting out the Seller's proposed Price and scope.
18. **Sub-Contractor**
    Any person contracted to undertake work associated with the Kit Order.
19. **Seller**
    QSC Group Pty LTD, trading as the Seller ("Steel River Buildings Australia").
20. **Site**
    The delivery location for the Kit Order, as confirmed by the Customer.
21. **Supplier**
    The manufacturer or supplier of the Building Materials.
22. **Terms and Conditions**
    These Terms and Conditions.

2. Acceptance

2.1. The Seller supplies Goods to the Customer only on these Terms and Conditions.
2.2. Any terms in the Customer's order that conflict with these Terms and Conditions are excluded.
2.3. This Agreement is governed by the laws of Queensland and New South Wales.

3. Quotations and Orders

3.1. A Quotation is an invitation to treat, not an offer.
3.2. To accept a Quotation, the Customer must pay in full within the acceptance period stated (or within seven days if none is stated).
3.3. The Seller may:
  3.3.1. Accept or reject any order; and
  3.3.2. Request to Modify a Quotation on reasonable grounds before acceptance.
3.4. The Seller only becomes obliged to supply Goods once it has accepted the order in writing and received full payment.
3.5. If the Customer cancels after acceptance, any deposit is forfeited.
3.6. The Seller is not liable for failure or delay caused by events beyond its control (force majeure).

4. Payment

4.1. All payments must be in the currency and method specified on the Invoice.
4.2. Late or dishonoured payments incur:
  4.2.1. Dishonour fees; and
  4.2.2. Collection and legal costs on a solicitor-and-own-client basis.
4.3. Overdue accounts (more than three days) incur an administration fee equal to the greater of $50 or 10% of the overdue amount (capped at $250).
4.4. On any payment default, the Seller may:
  4.4.1. Suspend or terminate supply of Goods;
  4.4.2. Resell or dispose of the Goods; and
  4.4.3. Recover any loss arising from resale.
4.5. If the Customer becomes insolvent or unable to pay debts when due, the Seller may cancel unfulfilled orders and demand immediate payment of all amounts owing.

5. Delivery

5.1. Delivery occurs when the Customer takes possession of the Goods.
5.2. Delivery costs are extra, unless stated otherwise.
5.3. The Seller may deliver in separate instalments.
5.4. The Customer must ensure delivery details are accurate and premises are accessible.
5.5. If Goods are left at an unattended location at the Customer's request, they are at the Customer's risk; the Bill of Materials is deemed accepted.
5.6. Estimated delivery times are indicative only.
5.7. Additional storage charges may apply if delivery is delayed at the Customer's request.
5.8. The Seller is not liable for loss or damage after delivery.

6. Title and Risk

6.1. Title passes only once the Seller has received full payment and all Customer obligations are met.
6.2. Risk passes on delivery to the Customer's address.
6.3. If Goods are damaged or destroyed after delivery but before title passes, any insurance proceeds belong to the Seller.

7. Design

7.1. The Customer is responsible for ensuring the Kit Order meets all statutory and Council approvals, and that Quotation details are accurate.
7.2. All dimensions are nominal only.
7.3. The Seller may alter engineering or materials without notice, provided quality and size remain similar.

8. Cancellation

8.1. If the Customer cancels after Manufacturing has begun, no refund is available.
8.2. If Manufacturing has not commenced, the Seller will refund the deposit minus 8% of sale price and any other associated costs.

9. Suppliers

9.1. The Seller is not the manufacturer of Building Materials.
9.2. The Seller may select Suppliers at its discretion.

10. Shortages, Errors and Damage

10.1. The Customer must check delivered Goods against the Bill of Materials.
10.2. Claims for damage, shortages or errors must be made in writing within seven days of delivery.
10.3. The Seller's liability is limited to replacing faulty Goods at the Seller's expense (labour excluded).

11. Exclusions

11.1. Unless agreed in writing, the Seller does not provide:
  11.1.1. Council or certification approvals;
  11.1.2. Installation, engineering or design services;
  11.1.3. Warranty beyond the manufacturer's warranty.
11.2. The Customer must satisfy itself as to site suitability and structural competency.

12. Warranties

12.1. To the extent permitted by law, the Seller disclaims all warranties except the manufacturer's warranty on Goods not manufactured by the Seller.
12.2. The Seller is not liable for defects due to misuse, negligence, modifications, or fair wear and tear.
12.3. The Customer indemnifies the Seller against any loss arising from incorrect or incomplete information provided.

13. Competition and Consumer Act 2010 (Cth)

13.1. The Seller's liability under the Act is limited to:
  13.1.1. Repair, replacement or supply of equivalent Goods; or
  13.1.2. Payment of the cost of those remedies; whichever is the lowest cost.
13.2. Except as mandated by law, all other liabilities and warranties are excluded.

14. Personal Property Securities Act 2009 (Cth)

14.1. These Terms constitute a security agreement, creating a security interest in all present and future Goods supplied.
14.2. The Customer waives rights under sections 96, 115 and 125 of the PPSA.
14.3. The Customer will not register its own security interest over the Seller.

15. Force Majeure

15.1. The Seller is not liable for delay or failure due to events beyond its reasonable control, including acts of God, war, government intervention, industrial action, or natural disaster.

16. General

16.1. If any provision is invalid or unenforceable, the remainder continue in full force.
16.2. Where inconsistent with the PPSA, the PPSA prevails.
16.3. The Customer may not set off amounts owing against the Price.
16.4. The Seller may subcontract its rights and obligations.
16.5. The Seller may review and amend these Terms; changes take effect upon notification and apply only to future supplies.
16.6. Failure to enforce any provision does not constitute a waiver.

End of Terms and Conditions