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Woodlab Pty Ltd - Terms & Conditions

The below listed Terms and Conditions are acknowledged by both parties in relation to works undertaken by Woodlab Pty Ltd Woodlab Pty Ltd. Once this document has been signed, it becomes a legally binding document created on behalf of Woodlab Pty Ltd. By signing both parties expressly declare that they are freely able to adhere to the terms contained herein, and by voluntarily consenting and understanding the implications arising from any breach, compromise or broken term of this agreement they are fully aware of the legal ramifications that will ensue. Both parties are also fully aware of the obligations placed upon them to ensure that they are capable of adhering to all the points contained within this agreement. Any misrepresentation, whether wholly, innocent or negligent must be notified immediately and cannot later be used or relied on to renege upon any payment terms whatsoever, that have been previously agreed and acknowledge.

1) Disclaimer against Goods, Services and Products:- All services provided by Woodlab Pty Ltd will be given and supplied in good faith based upon their combined business acumen. However, where their craftsmanship and or services entail the use of any wood product whatsoever, Woodlab Pty Ltd cannot indemnify and or guarantee against any movement that using such natural/raw products may be subject to. Such materials can and may be prone to movement depending on the atmospheric conditions in which the product(s) may be used, supplied and or stored and will depend upon their usage. Woodlab Pty Ltd will ensure that all customers (domestic and business) are aware that the use of such materials is done so with an element risk, in that the product because of the natural aspect can and will change over a period of time. Therefore Woodlab Pty Ltd will provide full information to the customer explaining such aspects with the full knowledge and assurances of the customer that should the wood and or natural product change because of such conditions and because of the nature of the products, then Woodlab Pty Ltd will accept no liability whatsoever in relation to such product(s) and cannot be held liable for such situations, that may arise from using any natural products, materials or goods. Woodlab Pty Ltd, will however, re-visit any premises within a period of 12 weeks only, from the date the specific/individual job has been finished (not necessarily signed off, as there may be additional work to be carried out at the premises and or on-site), to re-tighten such materials where shrinkage has occurred. However, after a period of 12 weeks has elapsed, Woodlab Pty Ltd will accept no liability whatsoever for loss, damage or movement that occurs after this period of time. Whilst every effort is made and or attempted to eliminate the expansion of external joinery items by allowing a certain amount of clearance, Woodlab Pty Ltd will not accept liability for expansion and or swelling of these or any other natural materials/items.

2) Quotations: - Woodlab Pty Ltd Services Ltd will validate any quotations within a 30 day period. Any quotations passed this period may no longer be current, due to product price increases, not necessarily associated with Woodlab Pty Ltd. Woodlab Pty Ltd reserves the right to amend any quotation during this period, if the amendments are requested by the customer/client, provided all amendments are authorized using 'additional work sheets', the customer/client will be liable for all additional work, goods and or services in accordance with such requests. Upon acceptance of any



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quotation and provided the 'order acceptance' has been authorised then all customers/clients are bound by the terms and conditions associated with payments, cancellation charges and any other conditions in accordance with Woodlab Pty Ltd.

3) Title to Goods:- In accordance with Woodlab Pty Ltd Terms and Conditions once all goods are on-site, fitted and or used in connection with the supply and or fitting of the specific purpose, in accordance with customer specifications these products will remain the property of Woodlab Pty Ltd, until such time as they have been paid for in full and then ownership and or responsibility will transfer to the customer/client. Failure to pay will validate all points contained in section 18 of these Terms and Conditions and render the goods the property of Woodlab Pty Ltd.

4) On-Site Storage:- Until payment is received in full for any job, where tools, equipment, materials, products and or goods are supplied in accordance with such use, they will remain the sole property of Woodlab Pty Ltd. If any tools, equipment, materials, products and or goods are used without the consent or permission of either Mr Domenic Curko and / or Giuseppe Colonnello and /or Shelodn Rjnvis for and on behalf of Woodlab Pty Ltd, by any customer and or visitor to the premises, where the goods will be kept and stored, they will except no liability for damage, loss, expenses or charges to either the surrounding property/premises, goods and or person that may occur if such items are used by any other person other than an employee of Woodlab Pty Ltd or any approved contractor. If any goods, materials, products, equipment and or tools are left securely at the premises of any customer and or client, all liability for such goods will remain the responsibility of the client/customer. Theft of any such items will seek to be recovered and or will be charged accordingly to the customer/client. Woodlab Pty Ltd will expect all such goods to be secured safely and remain so throughout the duration of any job. Woodlab Pty Ltd will accept no liability for any products, goods, tools, equipment and materials that are used without permission for any purpose that may cause harm, injury or damage.

5) Storage:- If for any reason whatsoever, Woodlab Pty Ltd is unable to store, keep or leave any products, good, materials, tools and equipment safely on-site, responsibility of storage costs of such items will be the sole responsibility of the customer/client. Such costs will be negotiated and or advised at the outset of any quotation and 'Order Acknowledgement'.

6) Provisional / Additional Work Supplied:- All such work and or materials that are required for a specific job/purpose that is additional to the quotation and or 'Order Acknowledgement', that are accordingly supplied via a third party or other professional regarding second fix or specific work that Woodlab Pty Ltd are unable to provide, will be provided on the basis that such services may be subject to change and out of the direct control of Woodlab Pty Ltd, in accordance with time constraints. Woodlab Pty Ltd will accept no liability whatsoever for other individuals/professionals/third parties/contractors or sub-contractors that are on-site or due on-site and or whose deadlines change without notification, or so suddenly that notice cannot be given, thus causing disruption and unavoidable expenditure due to such action. Whilst every effort will be made to avoid such a situation, any such occurrence will be outside the remit of Woodlab Pty Ltd and as such all liability arising from such an incident will be limited as such. Woodlab Pty Ltd will seek to



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have any additional costs arising from such adverse situations reimbursed, however this will not and cannot be guaranteed within the Terms and Conditions of Woodlab Pty Ltd. Woodlab Pty Ltd will always endeavor to work within specified time constraints, however, situations may arise that are out of Woodlab Pty Ltd control and as such will accept no liability for such losses that arise due to such unforeseen circumstances. **Delay Notifications** via email will be provided to our clients within 2 days to notify them of additional time required to complete works as well as any unforeseen delays.

7) Materials Supplied as per Quotation:- All materials supplied in accordance with the quotation and 'Order Acknowledgement' sheets will be supplied, should for whatever reason the goods, materials and or products have to be changed or be substituted, then Woodlab Pty Ltd will notify the customer/client and ensure that all such changes are validated and approved beforehand. **NO SUBSTITUTIONS ON ANY QUOTATION WILL BE CARRIED OUT WITHOUT PRIOR AUTHORISATION.** Where possible any such changes will be made and charged as per the initial quotation, should any alternative product, goods or materials incur additional cost, approval for such increases will be sought prior to any changes being made. Once approval is sought and confirmed then the additional costs will be noted separately upon invoicing and will enact the payment terms contained within these 'Terms and Conditions of Service'.

8) Completion of Work:- Should for any reason the customer/client change their mind during and or prior to any job/work commencing, having signed and acknowledged that the job/work is to commence or has already commenced, Woodlab Pty Ltd will treat each individual circumstance upon its own merit to ascertain whether payment is required in full or whether a part-payment would be acceptable (see section 18a). Such decisions are the sole responsibility of Woodlab Pty Ltd. No other employee or personnel other than this named individual will have the authority to make such decisions. Any products, goods, materials, hire costs and or expenses associated with the commencement of such job or work may be chargeable to the customer/client. Authorization of any order acknowledgment does signify the intention to 'create legal relations' and thereby the terms surrounding Contract Law will be enforced and are very clear to offer protection for both business and consumer alike.

9) Insurance:- Woodlab Pty Ltd is fully insured as are all personnel and sub-contractors that work with or alongside them and includes Public Liability and Employers Liability Insurances. Copies of any documents are available upon request.

10) Working Hours:- Will vary according to the job and or customers needs and or requests and if there are any stipulations and or restrictions with on-site access and or security. If for whatever reason a time to commence any work has been agreed, then Woodlab Pty Ltd will adhere to such times as is reasonable, allowing for minor delays. Any considerable delay will be notified to the customer/client. Should for whatever reason the employee/sub-contractor or personnel of Woodlab Pty Ltd not be able to gain entry on the date and or time agreed which then incurs costs, charges or expenses that have not been agreed and or foreseen due to such denial of access, all such costs whether incidental or otherwise associated with wages, losses, hire charges of equipment of charges



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incurred by a third party will be chargeable without exception. Whilst Woodlab Pty Ltd appreciates there can be exceptional or extreme circumstances and or reasons, these must be conveyed immediately, and failure to do so will render the associated costs to be fully charged to the customer/client in accordance with the payment terms contained within these 'Terms and Conditions of Service'.

11) External Services:- All such services provided outside the limitations or scope of Woodlab Pty Ltd will be carried out and or conducted by the respected qualified trade and or professional company or person. As such these services will carry their own guarantee and or product liability. Certain external services will have professional certification to validate such work and will fall outside of the remit and guarantees of Woodlab Pty Ltd. If Woodlab Pty Ltd have provided the services of such third party professionals during the course of any work and or job; and should a fault or defect occur with such work, then Woodlab Pty Ltd will attempt to resolve the situation and or problem. HOWEVER, IF SUCH SERVICES ARE PROVIDED OR SOURCED BY THE CUSTOMER/CLIENT DIRECTLY, THEN WOODLAB PTY LTD WILL ACCEPT NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR ANY DEFECTS, FAULTS, DAMAGES OR LOSSES ASSOCIATED WITH SUCH WORK THAT IS CARRIED OUT INDEPENDENTLY OF WOODLAB PTY LTD.

12) Health and Safety:- Whilst on-site or at any premise, Woodlab Pty Ltd will endeavor to convey and follow all Health and Safety legislations and stipulations and work within the boundaries of the Law. As such under no circumstances will any personnel or associated personnel or third party of Woodlab Pty Ltd or its associates, be expected to work in such an environment that is deemed to be unsafe and or hazardous that could or may cause a risk or serious injury. Woodlab Pty Ltd expects all sites and or premises to comply with Health and Safety requirements and should any associated personnel feel that such requirements are being jeopardized and or compromised in any way, they will have the full backing of the Management of Woodlab Pty Ltd to leave site immediately. Where possible such eventualities will be notified, but will not be guaranteed as such. Until the environment is returned to comply within the Health and Safety requirements, Woodlab Pty Ltd is not at liberty to return to either the premises and or site. Any associated cost arising from such Health and Safety failings, imperfections or defects will be the sole responsibility of the customer/client. UNDER NO CIRCUMSTANCES WHATSOEVER WILL ANY MEMBER OF WOODLAB PTY LTD PUT THEM OR RISK ENDANGERING ANYONE ELSE BY REMAINING OR RETURNING TO THE SAID SITE OR PREMISES UNTIL SUCH TIME AS ALL HEALTH AND SAFETY REQUIREMENTS ARE RECTIFIED AND OR SATISFIED. Any losses that arise from such action will be the sole responsibility of the Customer/Client and Woodlab Pty Ltd will not be held liable or responsible for any increased or additional costs arising from such action.

13) Complaints Procedures:- Should any customer/client have any complaints whatsoever, whether in connection with personnel, the services provides and or the products themselves throughout the duration of the work that Woodlab Pty Ltd is undertaking, they MUST CONVEY SUCH DISSATISFACTION AT THE TIME OF NOTICING. Customers/Clients that do not notify to Woodlab Pty Ltd any complaints cannot later rely on such a fact to renege upon payment. Woodlab Pty Ltd are a



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professional company and rely on their outstanding reputation to provide a high quality service – and as such will endeavor to rectify all complaints at the time of notification. All representatives of Woodlab Pty Ltd will behave in such a way that will not be deemed unethical or anti- social or degrading to any member of the public, customer or client, likewise abusive behavior towards any employee of Woodlab Pty Ltd will not be tolerated or accepted. Complaints can be sent in email format to : info@woodlab.co.za

14) Customer's Obligations:- If for any reason there arises a situation where Woodlab Pty Ltd are asked to return to a job/or site to rectify a problem that has occurred within the agreed timeframe of not more than 6 months from commencement of any job, the Customer/Client must and does agree to provide Woodlab Pty Ltd with access, and an adequate and reasonable opportunity to return and correct any such fault that arises from defective products, goods, services and or materials. Under no circumstances, whatsoever, will Woodlab Pty Ltd be expected to settle accounts/invoices from the Client/Customer that have obtained the services of another or outside professional or tradesperson to correct the work independently.

15) Product and Service Information:- Whilst Woodlab Pty Ltd cannot guarantee all aspects of their work due to the nature of some materials, products and goods that they may be required to work with, they can endorse their policy of returning to a job within a timeframe of not more than 6 months from date of commencement, to rectify any faults or defects, when the job has been completed. This endorsement will be undertaken provided the faults and or defects are to do with the services and materials provided by Woodlab Pty Ltd ONLY at the time the work/job was carried out and ONLY for the purpose such goods, materials or products were supplied to do.

Woodlab Pty Ltd will not attempt to correct, repair or exchange goods or materials that were not initially supplied by them. All such repairs and or defects will be corrected within a convenient and reasonable timescale to suit the customer and or client's agenda. HOWEVER, UPON INSPECTION IF WOODLAB PTY LTD, ASCERTAIN THAT SUCH DEFECTS OR FAULTS HAVE OCCURRED THROUGH OTHER MEANS SUCH AS VANDALISM OR MALICIOUS INTENT OR WILLFUL DAMAGE THEY WILL NOT BE AT LIBERTY TO CORRECT SUCH DAMAGE OR DEFECTS. Woodlab Pty Ltd cannot guarantee or protect against everyday 'wear and tear' of their completed work.

16) Additional Work/ extra's:- All additional work over and above the authorized quotation and 'Order Acknowledgement' forms will be charged for without exception. All such work will be individually signed off by the customer/client and will become chargeable in accordance with all points contained in Section 18. No additional work and or materials will be supplied unless the customer/client has agreed and authorized such work/changes - consent will be deemed to be provided by way of authorized 'day work sheets' which Woodlab Pty Ltd will supply. Once these sheets are signed then the payment terms of Woodlab Pty Ltd will pertain. UNDER NO CIRCUMSTANCES WHATSOEVER WILL WOODLAB PTY LTD BE EXPECTED TO VALIDATE OR BE HELD RESPONSIBLE FOR ASCERTAINING THE CORRECT/AUTHORISED SIGNATORY FOR THE SAID COMPANY OR CLIENT. Any such signature that appears on the 'day work sheet' will be deemed to have the relevant permission to authorize such additional work/hours as appears and is recorded upon them.



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17) Costs and Expenditure:- Woodlab Pty Ltd enlists the Administration and Legal Services of _____ . Any costs incurred in relation to the services provided by _____ way of recovery of any outstanding invoices to the Customer/Client outlined in this agreement will be charged to the said Customer/Client, including all administration, debt recovery fees and where applicable Court fees.

18) Payment Terms:- Woodlab Pty Ltd offer a strict payment term of 50% deposit from the date of invoice, unless agreed otherwise. Should these terms be exceeded without the authorization and agreement of either Mr Domenic Curko and / or Giuseppe Colonnello, then without exception the matter will be passed onward for collection. This service will incur a debt recovery fee and also administration charges will be applied to the account at 10% per month, backdated whilst the account remains in arrears. Should the matter progress to Court then further interest charges will also be applied. According to the Sale and Supply of Goods Act 1994 when any customer and or client unequivocally accepts and receives goods or services then there is an implied term to pay for such goods and or services and failure to do so will breach this implied term and can render the contract void. As such Woodlab Pty Ltd will seek to rescind such a contract and therefore will seek to have all services, goods, materials and associated costs reimbursed in full. Woodlab Pty Ltd will also request that interest is charged to the account accordingly on all outstanding accounts. ALL PAYMENTS CAN BE MADE VIA ON-LINE BANKING, CHEQUE PAYMENTS TO WOODLAB PTY LTD OR IN CASH, ALL PAYMENTS ARE TO BE MADE AND RECEIVED IN POUNDS STERLING.

18a) Part-Payment for services commenced but not completed: Part-Payments or full payment will also be required if the services, products, materials and goods are supplied by Woodlab Pty Ltd to the customer/client but are no longer required however work has already commenced, unless expressly authorised to the contrary by Mr Domenic Curko and / or Giuseppe Collonello. Part payment monies will be decided depending on the individual circumstances and awarded upon merit of each situation. Whilst Woodlab Pty Ltd are sympathetic to changing needs whether personal or business, if the services of Woodlab Pty Ltd have been sought and enlisted then as such payment for such services whether completed or otherwise will be required.

18b) Non-payment will result in legal proceedings being issued and may incur late payment penalties as outlined above. All surcharges will be charged and backdated at 10% per month that the invoice remains unpaid. If Woodlab Pty Ltd issues legal proceedings in relation to overdue accounts, interest, compensation and all Court expenditure will be added to the outstanding sum.

19) Services in General: All the services, products, goods and materials that are supplied by Woodlab Pty Ltd are given and provided with the utmost professionalism. Slander, Libelous or abusive behavior will not be tolerated whatsoever by either Management, Employees or Third Parties associated with Woodlab Pty Ltd; whose reputation and business efficacy is of paramount importance, such unwarranted attitudes or communication will result in legal proceedings being issued.

20) 'Force Majeure':- Notwithstanding any other provision of this Contract, neither party shall be



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deemed to be in breach of this Contract, or otherwise be liable to the other, for any delay in performance or the non-performance of any of its obligations under this Contract, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.

21) Revocation:- No order/job can be revoked after acceptance of the 'Order Confirmation' has been agreed and authorised, unless express permission is given by Mr Paul Prior. Where acceptance is denoted by performance, payment whether part or whole will be sought for any services, goods, materials and or expensed purchased and or provided by Woodlab Pty Ltd.

22) Limitation of Liability:- Woodlab's total liability in contract (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the initial contract/order acknowledgment price only. Also Woodlab Pty Ltd shall not be liable whatsoever to the Client/Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever, howsoever caused, which arise out of or in connection with the Contract. Points 1-22 (one through to twenty two inclusive) have been acknowledged and authorised by both Parties who understand the provisions contained therein. Any amendments or additions will be sanctioned accordingly. The said Business/ Individual/Customer/Client has been fully advised of the implications arising from a breach of any of the points outlined and contained within these 'Terms and Conditions of Service' provided by Woodlab Pty Ltd.