

FNCE - Warranty, Terms & Conditions

Introduction

This document sets out the terms and conditions of sale, supply, and warranty for goods provided by FNCE Pty Ltd (ABN 69 662 124 861). By accepting the quotation, purchasing, accepting delivery of, or installing any FNCE product, the purchaser agrees to be bound by the terms contained herein.

All products are supplied strictly on the basis that the purchaser has independently assessed the suitability and application of the products for their intended purpose. FNCE makes no representation or warranty, express or implied, as to the fitness of its products for any particular purpose, design, or site condition, beyond those expressly stated in this document or required under Australian Consumer Law.

1. Definitions

2. General Provisions

- These terms apply to all sales by the Supplier.
- Entire agreement clause.
- Supplier may vary terms without prior notice.

3. Orders and Acceptance

- All orders are subject to acceptance.
- Quotes are valid for 60 days and subject to availability.
- Payment confirms order acceptance and stock holding.

4. Delivery of Goods

- Freight and unloading at Customer's cost.
- Risk passes on delivery.
- Storage charges may apply if delivery is delayed.

5. Additional Charges

- Taxes, GST, and delivery costs are borne by the Customer.
- Charges for storage, installation, and payment processing fees.

6. Title and Risk

- Goods remain Supplier's property until full payment.
- Customer must insure goods upon delivery.
- Security interest under PPSA applies.

7. Payment Terms

- Deposit Payment due within 7 days of invoice.
- Final Payment due within 7 days of invoice.
- EFT, credit card (surcharge applies)
- Orders processed only after Final Payment clearance.

8. Default and Termination

- Immediate payment of all dues if default occurs.
- Supplier may apply interest, legal fees, and cancel future supply.

9. Claims, Returns & Cancellations

- Returns require written Warranty request within 7 days of supply.
- Restocking fee may apply.
- Customer bears return freight costs.

10. Warranty Terms

- See attached Warranty Terms section below.

11. Limitation of Liability

- Supplier is not liable for indirect or consequential loss.
- Liability limited as per ACL.

12. Force Majeure

- Supplier is not liable for delays due to events beyond control.

13. Privacy and Data Use

- Customer authorizes Supplier to collect and use personal data as per Privacy Act.

14. Intellectual Property

- All intellectual property remains with the Supplier.

15. Governing Law

- These terms are governed by the laws of Queensland, Australia.

16. Severability

- If part of these terms is invalid, the rest remains in effect.

1. Definitions

In this document:

- **Agreement** refers to these Terms and Conditions, FNCE Quote, FNCE Invoice and FNCE Product Documentation.
- **Customer** means the purchaser of goods from the Supplier.
- **Supplier** refers to FNCE Pty Ltd.
- **Goods** means all goods supplied by the Supplier to the Customer.
- **Quote, Tax Invoice, and Purchase Order Form** refer to the respective commercial documents issued in the course of trade.
- **FNCE Product Documentation** means the FNCE Slimline Technical Product Drawings and Specifications, FNCE Tube Technical Product Drawings and Specifications & FNCE Barrier Technical Product Drawings and Specifications
- **Final Payment** means the full and final payment detailed and outlined in the Quote and Tax Invoice

2. General Provisions

These Terms apply to every supply of goods from the Supplier to the Customer, overriding any terms proposed by the Customer unless agreed to in writing. These Terms may be amended at any time without notice. Orders placed after such amendments confirm acceptance of the revised Terms.

3. Orders and Confirmation

All orders are subject to acceptance. Once the quote between the Supplier and the Customer has been agreed, 30% deposit payment has been received, a binding contract is formed under the terms and conditions in this document. Goods will not be secured or allocated for the customer's order until payment for the 30% deposit has been received by the Supplier

4. Delivery of Goods

a. Packing, freight, and delivery charges are to be confirmed and agreed between the Supplier and the Customer at the point Quote Agreement and final sale. Deliveries will generally be made within 7 days of Final Payment receipt, however subject to change. b. The Customer bears the cost of any unloading required. c. Additional delivery instructions unless otherwise agreed or staging of deliveries will incur extra charges. d. Delivery is deemed complete when the goods are made available at the agreed location. e. Storage costs apply if delivery is delayed at the Customer's request. f. Inability or refusal to accept delivery will result in storage and redelivery charges. g. The customer bears all costs and is responsible for the disposal of the stillages and wrapping. h. Lead times are subject to change, and the Supplier is not liable for delays.

5. Additional Charges

The Customer is liable for all statutory charges, design and consultancy charges, installation, storage at the place of delivery, restocking, legal, inspection, variation to the order and credit card processing costs associated with the order.

6. Title and Risk

a. Risk transfers to the Customer upon delivery or collection of the goods. b. Title remains with the Supplier until full & final payment is received. c. Goods must be clearly identified as Supplier-owned until paid for in the circumstance of an alternative agreement in writing. d. The Supplier may register a security interest under the PPSA. e. The Supplier may repossess unpaid goods without notice in the circumstance of item c. f. Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the CCA or the FTA in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

7. Warranty Conditions

The Supplier provides a 10 Year warranty on all goods. Coverage includes material and workmanship under normal use and is subject to the following and or does not cover:

a. A warranty form must be submitted within **7 days** of the Final Payment invoice date for a warranty claim to be made. b. Installation not in accordance with the FNCE Product Documentation. c. Accidental or environmental damage, including thermal shock, chips, scratches. d. Modifications or for damage from storage or installation methods. e. incorrect cleaning not in accordance with Interpon guidelines and recommendations for commercial coatings (D2525). f. Use outside the intended application in accordance with Australian Building Codes and Australian Standards, FNCE Product Documentation including misuse. g. Improper handling, improper use or abuse. h. Warranty claims must include proof of purchase. i. Returns require prior approval and must be properly packaged by the Customer. j. Does not cover damage in transit, scratches, or impact damage. k. All warranties subject to Australian Consumer Law. l. The warranty may be void if general care and maintenance are not undertaken.

To the extent permitted by law, FNCE accepts no liability for any loss, damage, or injury (including consequential or indirect loss) arising from the installation, use, modification, or failure of any of its products. The purchaser is responsible for ensuring that all products are installed in accordance with relevant laws, codes, and standards, and that any professional advice or certification required is independently obtained.

8. Claims, Cancellations, and Returns

a. Written notice of defects must be received within **7 days** of delivery. b. Returns require prior written approval. c. Non-faulty goods cannot be returned unless agreed. d. Delivery charges are non-refundable. e. A restocking fee and return freight costs apply. f. Goods must be returned in original condition and packaging. g. Cancellations are only accepted with reimbursement of incurred costs and a **10%** administration fee.

9. Payment Terms

a. Payment is due within **7 days** of invoice or as stated. b. Accepted methods: EFT, Credit/Debit Card (surcharge applies). c. A 30% deposit payment is required to secure the goods as per the agreed quote. d. Goods will not be dispatched until Final Payment clears. e. Stock is not held for queued orders pending payment which may impact the availability of the goods to complete the order / sale. f. The Supplier may cancel or withhold supply for non-compliance with these Terms.

10. Default and Enforcement

In the event of default: a. Interest may be charged at the RBA cash rate + 4%. b. The Supplier may initiate legal action and report defaults. c. All amounts owed become immediately due. d. The Supplier may withhold supply or repossess goods. e. The Customer indemnifies the Supplier against any losses from breach.

11. Limitations of Liability

a. All express or implied warranties are excluded to the extent permitted by law. b. The Supplier's liability under the ACL is limited to replacement, repair or refund, at the Supplier's discretion. c. The Supplier is not liable for indirect, consequential, or economic loss. d. Product selection in accordance with the required Australian Building Codes and Australia Standards and remain the Customer's responsibility. e. No liability is accepted for product misuse, modification, incorrect installation or use of the products that does not meet Australian Building Codes and Australian Standards.

These Terms are governed by the laws of Queensland, Australia. Disputes may be resolved in the courts of Queensland.

13. Privacy

The Supplier collects and handles personal information in accordance with the **Privacy Act 1988 (Cth)** and the Supplier's privacy policy.

14. Intellectual Property

All intellectual property in goods, documents, and website content remains the property of the Supplier. Reproduction or use without permission is prohibited.

FNCE reserves the right to capture and show any photographs of our products in projects as examples of work. This can be during the project, and also upon completion. If Client has any specific confidentiality requirements, please mention this before purchasing the product.

15. Force Majeure

The Supplier is not liable for delays or non-performance due to events beyond its control, including inclement weather, natural disasters, strikes, pandemics, government orders or international shipping delays.

16. Entire Agreement

These Terms represent the complete agreement between the parties, overriding prior communications, representations, or negotiations.

Warranty Lodgment Form

FNCE's warranty is limited to the repair or replacement of defective products, subject to the terms and conditions specified in this document. This warranty does not cover incorrect installation, misuse, unauthorised modifications, or damage caused by external factors beyond FNCE's control.

Name **OR** Company Name

Suburb

State

Postcode

Phone Number

Email Address

Section 2: Product Details

Product Description (Eg. Slimline, Tube, Barrier)

Total Quantity of Products as per order

Colour

Date Goods Received / Delivery

Installation Address (if different to above)

Section 3: Invoice Details

FNCE Tax Invoice Number

Final Invoice Date

Section 5: Declaration by Customer

I confirm that:

- The product was installed according to **FNCE Pty Ltd Product Documentation and Guidelines**.
- The product has been properly handled and installed in accordance with **Australian Standards and Building Codes of Australia**
- The product has been properly maintained in accordance with **FNCE Pty Ltd Warranty – Terms & Conditions**.
- I understand that failure to submit this form within **7 days of the Final Invoice Date will void the warranty**.
- I attach a copy of the Final Tax Invoice as proof of purchase.

Signature: _____

Date: _____

Submission Instructions:

Please email the completed form along with proof of purchase (Tax Invoice) to: tom@fnce.com.au