

Dial A Glass Terms and Conditions

Interpretation

In these terms and conditions and in any contract to which these conditions apply, unless inconsistent with the context:

- a) **Dial A Glass** refers to Daryl Cook Pty Ltd (ABN 81 203 803 716) trading as Dial A Glass and Glazing or other such company related to Daryl Cook Pty Limited.
- b) **Purchaser** refers to the person or company who buys or has agreed to buy the products from Dial A Glass.
- c) **Products** refers to any item whatsoever in nature which is sold or to be sold by Dial A Glass.

1. QUOTATIONS & ORDERS

1.1 Quotations

Unless otherwise agreed in writing, quotations given are based on the Company's rates and costs as at the date of quotation of materials, transport, labour and other costs. The price may be increased by the amount of any increase in the cost of any such item or any other factors affecting Dial A Glass's costs or supply, production, delivery and or installation of the products. The quotation price excluding any errors or omissions is valid for 30 days. The quotation may be honoured after 30 days upon agreement between Dial A Glass and the purchaser.

1.2 Orders

To confirm acceptance of the quotation and to place an order a deposit must be received by Dial A Glass before any manufacturing may commence or before the supply of any products to the purchaser. By paying a deposit the Purchaser acknowledges that the Terms and Conditions have been accepted.

2. WARRANTY

2.1 General

All warranties are void if payment terms are not adhered to by the purchaser.

Products are warranted for the duration specified by Dial A Glass. The warranty shall cover the purchaser for repair to the original item or, where repair is deemed by Dial A Glass to be impractical, replacement of the original item.

All warranties are void if the warranted product is used in any manner other than for which it was originally designed, has been subject to misuse, accident, failure to be properly maintained or the product has been modified or repaired without authorisation given by Dial A Glass. This warranty only provides for the free of charge replacement of products and accepts no liability for personal injury, loss, claims, property damage, labour, materials or other costs however caused or arising and where direct or indirect.

2.2 Splashbacks

Painted glass splashbacks have a 5 year warranty from the date of manufacturing covering paint fade, peeling, cracking or bubbling of painted finish.

Any defects are subject to the visual defects inspection clause.

2.3 Shower Screens, Mirrors and Robes

A 3 year warranty is provided on moving parts and 12 month warranty on installation.

3. CANCELLATION

The purchaser may not cancel an order without the consent of Dial A Glass which, if agreed to, shall be deemed to be on the express condition that the purchaser shall indemnify Dial A Glass against all loss arising out of such cancellation.

4. LEAD TIMES

Any time or date of installation or delivery given by Dial A Glass is made in good faith and intended as an estimate. Dial A Glass shall be held in no way responsible for any consequences arising from any variation in the quoted lead or installation times.

5. GLASS PAINTED SPLASHBACKS

5.1 Conditions

Colour selection must be advised by the purchaser prior to manufacture. For non-standard colours a sample must be provided by the purchaser for colour matching purposes. Two identical samples will be created, free of charge. The purchaser will be advised when their sample is ready for pick-up. Acceptance of colour supplied or chosen must be confirmed in writing. Only the first sample is free for every sample thereafter a fee of \$40.00 is charged. As each colour is mixed by hand every endeavour will be made to match the sample as accurately as possible.

All power point cut-outs are assumed to be standard. If non-standard types are used please advise Dial A Glass immediately prior to production commencing.

It is the purchaser's responsibility to remove and re-install GPO's, plumbing fixtures, range hoods and any other fittings during the course and completion of works or as required.

In some instances joins in glass are unavoidable and Dial A Glass will install as per sizes specified. Any specific request should be advised at final measure.

Surface Preparation: All surface preparations should be flat and level surface (white set) and are the responsibility of the purchaser.

Internal corners can only be cut with an approximate 6mm radius.

Glass splashbacks require approximately 15 working days to manufacture. Due to the nature of the product some pieces may need to be reproduced and the manufacture lead time may exceed this.

5.2 Visual Defects

The glass splashback is to be viewed in standard lighting against opaque background in a vertical position by a stationary observer positioned no less than 3 metres from the surface.

Standard lighting is deemed to be shaded 100 watt incandescent light located behind the observer at a minimum height of 2400mm

Scratches, scars, rubs and brush marks are acceptable provided they are not readily visible when viewed from a distance of no less than 3 metres. Scattered pinholes and opaque particles in the coating shall be acceptable provided they are not visible when viewed from the above stated distance.

Pinholes etc. may be touched up with similar coloured paint. Such touch up must not be visible when viewed from the above stated distance.

Mirastar is a highly chromium glass and was developed for decorative mirror like reflection purposes; it is not intended to have the same reflective qualities as mirror. The special characteristics of Mirastar allow the product to be toughened to Grade 'A' Safety Standards where standard mirror cannot. Due to the toughening process some distortion in the glass by way of roller wave is slightly accentuated due to the mirror like qualities. Maximum size of Mirastar Splashback is 1600mm high x 3200mm wide.

6. FORCE MAJEURE

Dial A Glass shall in no circumstances be liable to the purchaser for any loss of use, loss of profit, or any loss suffered by the purchaser as a result of any delay or suspension or cancellation of delivery of the products for any reason whatsoever.

7. Title

Ownership of the products shall pass to the purchaser only upon Dial A Glass receiving full payment.

8. Site Installation

8.1 Splashbacks

Glass to glass silicone butt joints tolerance + or - 2mm (maximum permissible joint width 4mm)

8.2 Shower Screens, Mirrors & Robes

Where floor or wall levels are significantly out, an extra over charge may apply. Generally out of square/level by + or - 3mm is acceptable without affecting performance or modification. Bows in walls, hobs and nibs and floors will affect the performance and aesthetics of the product and are not the responsibility of Dial A Glass.

There must be sufficient tiling to affix wall channels. Any cutting/grinding of feature tiles shall be on an "All Care - No responsibility" bases and a charge will apply.

It is the purchaser's responsibility for meeting electrical/plumbing requirements. Unless clearly marked on walls Dial A Glass will not accept responsibility for drilling into any water or gas pipes or electrical wires.

The lead time of approximately 10 working days for installation is an estimate only. Contact will be made with the purchaser prior to installation confirming installation date.

9. CLEANING

It is a requirement of Dial A Glass's installers to conduct a "Trade Clean" prior to leaving site. This includes the removal of adhesive labels, writing and tape residue from the product. The mirrors and frames are to be wiped down to remove dust and excess silicone is to be cleaned off.

Post installation cleaning should never involve harsh chemicals, acids or scourers as this will scratch and corrode various components.

To avoid black edges in mirrors commonly known as "Edge Creep" when cleaning use a few drops of methylated spirits on a damp cloth then wipe with a dry, lint free cloth. Many glass cleaning products contain chemicals that will harm mirrors.

10. ACCESS

The purchaser shall be responsible for free access and site safety including scaffolding and or hoists that may be required for all measuring and installation.

11. AUSTRALIAN STANDARDS

All glass products are supplied and installed in accordance with the requirements of Australian Standards AS1288-2006 and or AS2208.

12. PAYMENT

A 50% deposit is required. Manufacture of products will not commence until deposit has been received. When products are due for installation an installation scheduler will contact the purchaser to arrange installation date. At this time purchaser will be asked to arrange for final payment to be made. Please note installation date cannot be confirmed until payment details are finalised & funds have been received. We accept payment by cash, cheque, credit card or direct bank transfer.