



# Terms and Conditions

To the fullest extent all sales and supply of goods and services are subject to the following terms and conditions

## 1. PAYMENTS

All listed prices exclude GST and GST is to be added when invoiced.

All payments are due in full at time of order or supply. A substantial established purchase history will be required prior to an account being considered.

REDe Bricks will apply a payment received from the Customer to any amounts owed by the Customer (including interest, part payment of an invoice, administration, collection and other costs) in any order.

REDe Bricks will offset or deduct any amount payable by REDe Bricks to the Customer.

REDe Bricks will charge a fee if a Customer's payment is dishonoured in any way. This fee will be in addition to any fees the Customer's financial institution or credit provider may charge the Customer.

## 2. INTEREST:

Interest is payable on overdue accounts at a rate of 3% per calendar month (calculated daily), plus a monthly administration fee of \$30 will apply.

## 3. PROPERTY:

Property of goods will not pass to the customer until payment in full of all monies owed to REDe on any basis ("Full Payment").

REDe Bricks reserves the right to take possession and dispose of goods as it sees fit at any time until Full Payment and the Customer grants permission to REDe Bricks to enter any property (whether owned by it or otherwise) where any goods are, in order to do so and with such requirement as is necessary.

Immediately upon delivery the Customer accepts liability for the goods.

## 4. LIMITATION OF LIABILITY:

To the extent permissible at law (including under the schedule 2 to the Competition and Consumer Act 2010 ("Australian Consumer Law") and without purporting to limit its obligations thereunder.

REDe Bricks will not be liable for any claim arising after 7 days from delivery of goods or once unpacked or used.

REDe Bricks will not be liable directly or indirectly for any punitive, secondary, or third-party damages arising from sale or supply, transport, collection or delivery of brick services.

REDe Bricks will not be liable directly or indirectly for the exact consistency in products as recycled and manufactured bricks can have slight variances in sizing and clay colour due to natural product and old production practices.

## 5. RETURNS

To the extent permissible at law (including under the Australian Consumer Law) and without purporting to limit its obligations thereunder:

REDe Bricks will only take back stock at its discretion and stock must be in as new condition and packaging. Customer is responsible for transport costs back to our site and a 25% restocking fee is applicable

## 6. SPECIAL ORDERS:

Special orders may require a payment up front when order placed.

## 7. PLACEMENT OF ORDERS:

If any dispute arises concerning any order (and including any measurement, quality, quantity, identity, or authority or any telephone, facsimile, e-mail or computer-generated order) the internal records of REDe Bricks will be conclusive evidence of what was ordered. Each order placed will be and be deemed to be a representation made by the Customer at the time that it is solvent and able to pay all of its debts as and when they fall due.

## 8. DELIVERY

REDe Bricks accepts no responsibility for delivery but may elect to arrange delivery at its discretion and without any liability and at the Customer's costs and responsibility in all things.

REDe Bricks will charge customer for delivery of goods.

The customer is deemed to have accepted delivery once picked up by customer or once delivered to site if delivered by REDe Bricks.

REDe Bricks will not be liable for delay, failure or inability to deliver any goods.

Delivery delays due to customer and site delays are the responsibility of the Customer and additional time or return deliveries will be charged accordingly to the Customer.

REDe Bricks accepts no liability for damages or expenses through the delivery process.

The customer needs to provide accurate delivery instructions and accepts responsibility for instructions (or lack thereof).

## 9. VARIATION:

Variation or cancellation of any order, dealing or arrangement must be agreed in writing.

## 10. EXCLUSIONS

To the extent permissible at law (including under the Australian Consumer Law) and without purporting to limit REDe Bricks obligations thereunder, any advice or assistance given for or on behalf of REDe Bricks must be accepted at the Customer's risk and must not be or be deemed given as expert or adviser nor to have been relied upon.

**11. NO MISREPRESENTATIONS:**

The Customer agrees not to make any misrepresentations to third parties about the goods.

**12. SEVERABILITY:**

Any part of these Terms can be severed without affecting any other part.

**13. PURCHASE PRICE:**

All sales are made by REDe Bricks at its ruling price at the time of purchase.

All Government imposts and any GST ("Imposts") will be to the Customer's account.

REDe Bricks price lists exclude Imposts unless expressly noted thereon.

**14. DEFAULT:**

To the extent permissible at law (including under the Australian Consumer Law) and without purporting to limit REDe Bricks obligations thereunder:

Default or breach by the Customer of these Terms or in any dealings with REDe Bricks will entitle REDe Bricks to retain all monies paid, call-up all monies due or owing (whether currently due and owing or not), cease further deliveries, recover from the Customer all loss of profits and/or take immediate possession of any product.

The Customer agrees not to commence or continue or permit to be commenced or continued any action against REDe Bricks whilst the Customer is in default under any part of these Terms.

**15. GOODS AND SERVICES:**

To the extent permissible at law (including under the Australian Consumer Law) and without purporting to limit its obligations thereunder: The Customer agrees to check all goods prior to use alteration or any application thereof whether in relation to suitability for any particular purpose, process or otherwise, and takes responsibility for ensuring correct product meets required standard. Inspection of the product variance noted after use is no liability or responsibility to REDe Bricks, as it is customers responsibility to check upon receiving stock and before use.

**16. OTHER TERMS AND CONDITIONS AND NOTICE:**

REDe Bricks has the right to change its terms and conditions and once changed it is deemed that customer abides by changes on next transaction or supply of product.

**17. RECOVERY COSTS:**

The Customer will pay (on a full indemnity basis) all costs and expenses of REDe Bricks, its legal advisers, and others acting on its behalf in respect of anything instituted or being considered as a result of any breach of these Terms or breach of any dealings with REDe Bricks.

**18. LINE OF CREDIT**

REDe Bricks may vary or withdraw any credit or account continuation with a customer at its own discretion

**19. SECURITY FOR PAYMENT:**

The Customer agrees that: in lieu of monies or payments owed to REDe Bricks default of these terms and conditions:

It consents unconditionally to REDe Bricks lodging a caveat noting REDe Bricks interest in any current or later acquired real property or infrastructure the Customer owns or has an interest in.

**20. INTELLECTUAL PROPERTY:**

If REDe Bricks utilises any design, patent, copyright material or other intellectual property or follows any instruction provided by or on behalf of the Customer, the Customer indemnifies REDe Bricks against any claim, proceeding, damages or liability for any loss, cost or expense arising as a result whether for any alleged infringement of any intellectual property or otherwise. The Customer must not reproduce, communicate to the public or, use any material in which copyright subsists and which is owned by REDe Bricks without the prior written consent of REDe Bricks.

**21. SPECIFICATIONS:**

To the extent permissible at law (including under the Australian Consumer Law), any illustration drawing or specification supplied by REDe bricks are drafts and approximates and are for illustration purposes and the Customer should not rely on the accuracy of such Specs in any way.

**22. INSOLVENCY:**

If the Customer commits or is involved in any act of insolvency, it will be deemed in default under these Terms.

An act of insolvency includes bankruptcy, liquidation, receivership, administration or the like and failure to pay in accordance with these Terms.

**23. QUOTATIONS:**

REDe Bricks reserves the right to alter quotations due to changes in circumstances and prior to customer purchase.

**24. CREDIT INFORMATION AND PRIVACY ACT 1988:**

The Customer and the Agent irrevocably authorise REDe Bricks, and agents to make (subject to the requirements of the Privacy Act) such enquiries as they deem necessary to investigate the credit worthiness of the Customer (and its directors if a company

**25. PRODUCTS AND SERVICES:**

To the extent permissible at law (including under the Australian Consumer Law) and without purporting to limit REDe Bricks obligations thereunder:

It is a natural product and variations in colour, texture, size and inherent quality occur;

It is susceptible to exposure to the elements;

Due to variations in colour and texture of materials (including without limitation, natural materials) used in manufacture, to the extent permissible at law (including under the Australian Consumer Law), no warranty, condition or guarantee is given by REDe Bricks that any goods and/or services will correspond (including without limitation, in colour, texture, appearance, blend or otherwise) with any sample, display or any previous goods and/services sold or displayed or any other batch of similarly described goods and/or services.