



EcoBright
TANKS
QUALITY STAINLESS STEEL

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TERMS & CONDITIONS

The terms and conditions set out below shall apply to all quotations and sales made by EcoBright Tanks and all orders accepted by EcoBright Tanks unless expressly negated or varied by the business in writing.

1. QUOTATIONS

(A) Acceptance of a quotation by a customer must be made within thirty (30) days, failing which the quotation shall be deemed to be withdrawn.

(B) Quotations are made subject to materials being available upon receipt of the customer's order.

(C) The business shall be entitled to correct any errors and omissions in and from its quotations without liability.

2. ORDER CONFIRMATION AND CANCELLATION

(A) EcoBright Tanks will confirm in writing our quotation and the order placed by the customer as to description, quantity and price. This will be forwarded to the customer only after he/she advises acceptance of our quotation and we are in receipt of a 20% deposit. Such an order confirmation will be binding upon the customer unless a written objection is received within seven (7) days of its preparation date. Please note that EcoBright tanks are made to order. Cancellation **beyond** the seven (7) days of the date of the written confirmation shall deem the 20% deposit to be non-refundable.

(B) Cancellation of orders by the customer will only be effective if accepted in writing by the business and adequate compensation arranged for all work done and materials used by the business in the execution of the work up to the date of cancellation.

(C) Any verbal negotiations or arrangements as to price, delivery, quotations, sales, or other matters shall not be binding upon the business unless the same are produced in writing and signed by all parties concerned.

3. TERMS OF PAYMENT

(A) Unless otherwise agreed in writing, orders must be paid with a 20% deposit before the tank(s) can be manufactured. The remaining 80% must be paid before the day of the agreed tank delivery and installation date. Failure to pay by the due date resulting in rescheduling of the delivery and installation may mean this component of the quotation is subject to be revised.

(B) The customer must pay EcoBright Tanks any expenses incurred in relation to collecting unpaid monies owed by the customer on the due date.

(C) EcoBright Tanks may amend these credit terms with immediate effect at any time by notifying the customer in writing.

EcoBright Tanks

Quality Stainless Steel Rain Water Tanks

TERMS & CONDITIONS *(continued)*

4. FLUCTUATIONS IN COST

All prices quoted are based on current prices of materials, labour rates and quantities requested as of the date of quotation. If any variation in any of these factors, up or down, shall occur before acceptance of the quotation EcoBright Tanks shall be entitled to adjust the price and be payable by the customer in lieu of the price quoted or agreed upon.

5. DELIVERY

Customers shall inspect all goods upon delivery and shall within 48 hours of delivery give notice to the business that the goods are not in accordance with the buyer's order. Failing such notice, subject to any non-excludable condition implied by law, such as those in the Trade Practices Act 1974 (Cth), the goods shall be deemed to have been delivered to and accepted by the buyer.

6. DELAYS

The date of delivery is organised in good faith and in the light of conditions and circumstances prevailing at the time, but no responsibility is accepted by EcoBright Tanks for any loss or damage caused by delayed deliveries.

7. TITLE TO GOODS

Until the customer has paid all monies due to the business for the supply of goods, the ownership of all goods shall remain with EcoBright Tanks.