

HOPPERS CABINETS TERMS AND CONDITIONS OF TRADE

1. Introduction

- 1.1 These Terms of Trade ("Terms") apply to all goods and services provided by Hoppers Cabinets ("the Business"), an Australian business located in Queensland.
- 1.2 By engaging the Business for products or services, you ("the Client") agree to comply with and be bound by these Terms.
- 1.3 These Terms may be updated periodically. Clients will be notified of significant changes; however, continued use of services or acceptance of goods constitutes acceptance of the updated Terms.

2. Definitions

- 2.1 "Goods" refers to cabinetry, furniture, and any related products supplied by the Business.
- 2.2 "Services" encompasses all services provided by the Business, including design, installation, and assembly.
- 2.3 "Quote" means a written estimation of the costs for requested Goods and Services.
- 2.4 "Acceptance of Quote" refers to the Client's commitment to purchase Goods and/or Services as per the Quote.
- 2.5 "Provider" refers to Hoppers Cabinets, the business supplying Goods and Services.
- 2.6 "Client" means the person, company, or entity requesting and agreeing to purchase Goods and Services from the Provider.
- 2.7 "Price" refers to the amount payable by the Client to the Provider for the Goods and/or Services, as specified in the Quote or as agreed upon between both parties.
- 2.8 "Practical Completion" means the Works are substantially complete and the cabinetry is installed and functional for normal use, except for minor defects or minor outstanding items that do not prevent use of the space. Practical Completion is not delayed by items that are cosmetic, non-essential, or delayed due to supplier availability. Any minor outstanding items will be completed within a reasonable time once the relevant products are available.

3. Acceptance

- 3.1 Any instructions received by the provider from the Client for the supply of Goods and/or the Client's acceptance of Goods supplied by the Provider shall constitute acceptance of the terms and conditions contained herein.
- 3.2 Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.
- 3.3 Upon acceptance of these terms and conditions by the Client the terms and conditions are binding and can only be amended with the written consent of the Provider.
- 3.4 The Client shall give the Provider not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client or any change in the Client's name and/or any other change in the Client's details (including but not limited to, changes in the Client's address or business practice). The Client shall be liable for any loss incurred by the Provider as a result of the Client's failure to comply with this clause.
- 3.5 Once the Quote is accepted, the Provider undertakes to carry out and complete the works in accordance with the Client's instructions and the specifications detailed in the Contract and/or Scope of Works in a proper and workmanlike manner.
- For Quotes exceeding \$10,000, a formal Contract for Works will be prepared by the Provider. The Order will only proceed once the Client has signed and returned the Contract and paid the required deposit in full. In the event of any inconsistency between the Quote and the Contract for Works, the terms of the Contract for Works shall prevail. If for any reason a contract is not prepared the acceptance of the quote will act as a contract between the business and the client.
- 3.6 The Client on accepting the contract accepts the 1:20 scale plan in full as per detail floor plan. Any alteration from this plan will be classed as a variation and an extra charge will be incurred by the Client.

4. Quotes and Orders

- 4.1 All Quotes provided by the Provider are valid for 30 days from the date issued unless otherwise specified.
- 4.2 Quotes are subject to change due to factors beyond the Provider's control, including supplier price changes and market conditions.
- 4.3 Orders are considered accepted upon written confirmation and the payment of the required deposit. For quotes exceeding \$10,000, a formal Contract for Works will be prepared by the Provider. The Order will only proceed once the Client has signed and returned the Contract for Works and the deposit has been received in full.
- 4.4 Any alterations to an Order after acceptance may incur additional charges and are subject to the Provider's discretion.

5. Pricing and Payment

5.1 Pricing Structure

- All prices are specified in Australian Dollars (AUD) and include GST unless otherwise stated.
- The Price quoted is based on the specifications provided by the Client at the time of quoting. Any alterations to the design, materials, or specifications may lead to an adjustment in the Price.

5.2 Deposit Requirements

- A non-refundable deposit of 10% of the total quoted Price is required to confirm the Order.
- For Quotes under \$10,000, the deposit is payable upon written acceptance of the Quote. Work will not commence until the deposit has been received in full.
- For Quotes exceeding \$10,000, a formal Contract for Works will be issued. The deposit is payable upon the Client's signed return of the Contract for Works. Work will not commence until both the signed Contract and deposit have been received.

5.3 Payment Terms

5.3.1 Milestone payments

The Client agrees to pay the Price in the following milestones:

- a) **10%** Deposit due on acceptance of the Quote.
- b) **40%** Due at check measure. Final selections are confirmed at this stage. Manufacture does not commence until this payment is received.
- c) **45%** Due on the day of delivery to site and commencement of installation.
- d) **5%** due on Practical Completion (handover).

5.3.2 The Client will be issued an invoice for each milestone payment, showing the amount due, the due date, and the accepted payment methods.

5.3.3 Payment may be made by bank transfer, cash, or another method approved by the Provider. All payments must be made in Australian Dollars (AUD).

5.3.4 The Client is responsible for any bank fees or transfer charges. Any fees incurred by the Provider due to a dishonoured or rejected payment will be charged to the Client and must be paid promptly.

Late Payment

5.3.5 If a payment is not made by the due date, the Provider may suspend manufacture, delivery and/or installation until payment is received. Any delay caused by late payment will be treated as a client-caused delay and may affect the project schedule.

If an amount remains unpaid, the Provider may refer the debt for collection and recover reasonable costs incurred in doing so, including debt collection and legal costs. In addition, the Provider reserves the right to charge interest on any overdue amount at the rate prescribed under the Supreme Court Act 1995 (Qld), accruing daily from the due date until the date of payment. Late payment may also result in delays to the Client's installation schedule, and any such delay caused by late payment will not constitute a breach of this agreement by the Provider.

5.3.6 The Provider reserves the right to cancel the contract and refund any moneys paid by the Client prior to the starting or work. If in the opinion of the Provider, the installation would be unsatisfactory for any reason whatsoever.

5.3.7 If the Client is a company consideration of the Provider and the Client entering into this agreement, the Client's directors and secretary, by authorising this agreement, jointly and severally personally guarantee the payment of any debt owing at any time by the Client to the Provider. They agree to be personally liable for such debt and shall immediately pay all monies due as if they were the principal debtor, whether or not any demand has been made on the Client.

5.3.8 Where the Client is a company or trustee the Client agrees to provide security for any unpaid amounts by charging all legal and equitable interest in any real property they own, whether held individually or jointly. The Client authorises the Provider to lodge a caveat over such property to secure outstanding amounts owed under this agreement. Upon request, the Client will execute any documents reasonably required by the Provider to formalise this security, including a mortgage in a form approved by the Provider. Interest may be charged on all outstanding amounts at the rate prescribed under the Supreme Court Act 1995 (Qld), or any replacement legislation.

5.3.9 Work over the value of \$3,000 may be required to be insured under the Queensland Building and Construction Commission Act 2019 (Qld). If insurance is payable premiums are based on contract value and charged at current Queensland Building and Construction Commission schedule with a minimum premium of \$152 and maximum of \$2,760.

5.4 Variations in Pricing

- If unforeseen circumstances result in changes to the cost of materials, labour, or other relevant expenses, the Provider reserves the right to adjust the Price. The Client will be notified of any such changes and has the option to agree to the new Price or terminate the Order, subject to the terms outlined in Section 6 (Cancellation and Refund Policy).
- Prices may also be subject to change in response to the Client's requests for modifications or additional Services. These changes will be documented in a variation order, and any additional charges will be itemised and invoiced accordingly.
- No alteration shall be made in the Works and no extra work shall be done and nothing in any detail shall be left undone without the consent in writing. A Variation Form will be issued by the Provider and signed by both parties in each instance. The Provider shall not be compelled to proceed with any such alterations or extra works until the price thereof shall be agreed in writing. The Provider has the right to refuse a Variation request. If the Provider is instructed to proceed for work with

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which no price has been agreed to in writing and thus is in its discretion so proceed the labour and material for such work shall be charged at the same rate as that used in calculating the said quotation.

5.4.1 The Client may request that any contractor engaged to carry out extra or additional work invoices the Client directly for that work. Where direct invoicing is requested, the Client accepts full responsibility for payment of those costs and the Provider shall not be liable for any disputes or non-payment arising between the Client and the contractor in relation to that work. All such extra or additional work remains subject to a signed Variation Form as required under clause 5.4.

5.5 Final Payment and Retention of Title

- Ownership of the Goods will only transfer to the Client once the final payment has been received in full. Until then, the Provider retains title to all Goods, even if they have been delivered to or installed at the Client's premises.
- If payment is not completed in full, the Provider reserves the right to reclaim the Goods or remove installed Goods from the Client's premises, as permitted by law.

5.6 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

6. Cancellation and Refund Policy

6.1 Cooling-Off Period (as per QBCC Requirements)

In accordance with Queensland Building and Construction Commission (QBCC) requirements, the Client has the right to withdraw from this contract within 5 business days after the later of:

- (a) the day on which the Client receives a signed copy of the contract; and
- (b) the day on which the Client pays the deposit.

To exercise this right, the Client must provide written notice of withdrawal within the cooling-off period.

If the Client withdraws during this period, Hoppers Cabinets may retain or recover:

- a fee of \$100, and
- any reasonable out-of-pocket expenses incurred prior to withdrawal, including but not limited to administrative, procurement, and scheduling costs.

A breakdown of incurred costs will be provided upon request.

6.2 Cancellation After the Cooling-Off Period

After the 5-business-day cooling-off period has expired, any cancellation by the Client will be treated as a termination of the contract. In that case, Hoppers Cabinets will be entitled to recover any reasonable costs, losses, or damages arising from the cancellation, including expenses already incurred and any loss of profit on the uncompleted portion of the work.

6.3 Refunds for Non-Conforming Goods or Services

Refunds or replacements for non-conforming goods or services are provided in accordance with the Australian Consumer Law (ACL). Under the ACL, goods or services must meet the consumer guarantees, which include but are not limited to:

- **Acceptable Quality:** Goods must be free from defects and safe to use.
- **Fitness for Purpose:** Goods must be fit for the specific purpose the consumer requests or is made known to the supplier.
- **Match the Description or Sample:** Goods must match any description or sample provided to the consumer. Please note that samples may slightly vary in colour, texture, or finish compared to the final product. These variations are a natural characteristic of the materials and manufacturing process and are outside the control of the Provider. Such variation will not constitute a failure to match the description or sample.

If the Goods or Services fail to meet these consumer guarantees, the Client may be entitled to a remedy under the ACL, which could include a:

- **Refund:** A full or partial refund if the goods or services do not meet the necessary standards.
- **Replacement:** A replacement of the Goods or Services with ones that meet the required specifications.
- **Repair:** If applicable, the Goods or Services may be repaired to ensure they meet the necessary guarantees.

Hoppers Cabinets will assess each situation on a case-by-case basis and provide a remedy where required by law, as outlined by the ACL.

6.4 The Provider may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice, the Provider shall repay the Client any sums paid in respect of the price. The Provider shall not be liable for any loss or damage whatever arising from such cancellation.

6.5 If the Client has left any item with the Provider for services such as repair, modification, or exchange, and full payment has not been received or has been dishonoured, the Provider retains:

- A lien over the item;
- The right to retain the item until full payment is made;
- The right to sell the item after reasonable notice, in accordance with applicable law, to recover unpaid amounts.

7. Delivery and Risk

7.1 Delivery times provided by the Provider are estimates and not guaranteed. Delays may occur due to factors beyond the Provider's control.

7.2 Risk in the Goods passes to the Client upon delivery to the Client's premises or upon collection, whichever occurs first. If the Goods are being delivered, the risk will pass when the Goods are physically delivered to the Client's nominated address or received by the Client.

7.3 Any delivery fees incurred are the responsibility of the Client unless otherwise agreed.

7.4 The Client is responsible for ensuring that the delivery location is accessible and suitable for the Goods. Any additional handling costs due to access issues will be charged to the Client.

7.5 At the Provider's discretion delivery of Goods shall take place when:

- (a) the Client takes possession of the Goods at the Provider's address; or
- (b) the Client takes possession of the Goods at the Client's nominated address (in the event that the Goods are delivered by the Provider or the Provider's nominated carrier); or
- (c) the Client's nominated carrier takes possession of the Goods in which event the carrier shall be deemed to be the Client's agent.

7.6 At the Provider's sole discretion the costs of delivery are:

- (a) included in the Price; or
- (b) in addition to the Price; or
- (c) for the Client's account.

7.7 The client shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Goods as arranged then the Provider shall be entitled to charge a reasonable fee for redelivery.

7.8 The failure of the Provider to deliver shall not entitle either party to treat this contract as repudiated.

7.9 The contractor shall not be liable for safekeeping of goods which have been delivered onto site for installation but which have not been installed.

7.10 The Provider will make reasonable efforts to match the appearance of the Goods to any samples or descriptions provided, including colour, grain, and texture of natural materials such as timber, granite, and stone. However, the Client understands and agrees that natural variations in these materials are inherent and can result in differences in appearance between the sample and the final product. This may include, but is not limited to, differences in colour, grain patterns, or veining, as well as variations caused by environmental factors like moisture, temperature, and natural aging.

The Client acknowledges that these variations are a natural characteristic of the materials and are beyond the Provider's control. The Provider is not liable for any such variations, and no claim for a refund or replacement will be entertained based solely on these differences. The Client agrees to accept the Goods with these inherent variations as part of the natural beauty of the materials.

7.11 Delay in Completion

The Provider shall not be liable for any delay in the completion of the project due to circumstances beyond the Provider's control. This includes, but is not limited to, strikes, lock-outs, shortages of materials, or any other factors that may cause delays. Any such delays may result in the project not being completed by the original finish date specified in the signed contract. In such cases, the Client acknowledges that this delay will not be considered a breach of this agreement.

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7.12 Minor Damage to Flooring During Renovations

While every effort will be made by the Provider to protect the flooring, the Client acknowledges that minor damage to flooring, especially hardwood floors, may occur as a natural consequence of the renovation process. This can result from the movement of materials, tools, or equipment during the work.

In the event of such damage, the Provider will organise and manage the repair of the affected area. However, the Client understands and accepts that the repaired area may not perfectly match the original flooring in terms of appearance. Variations in colour, grain, or wear are expected, especially with natural materials like timber. The Client further acknowledges that such variations are unavoidable and will not be grounds for claims or additional compensation.

8 Defects

8.1 The Client may inspect the Goods on delivery and shall within seven (7) days of delivery (time being of essence) notify the Provider of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford the Provider an opportunity to inspect the Goods within a reasonable time following delivery if the Client believes the Goods are defective in any way. If the Client shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective goods, which the Provider has agreed in writing that the Client is entitled to reject, the Providers liability is limited to either (at the Providers discretion) replacing the Goods or repairing the Goods, except where the Client has acquired Goods as a consumer within the meaning of the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)), and is therefore also entitled to, at the consumer's discretion either a refund of the purchase price of the Goods, or repair of the Goods, or replacement of the Goods.

8.2 The Client acknowledges and understands that materials used (including but not limited to stone, granite and timber) may;

- (a) expand, contract or distort as a result of exposure to heat, cold, weather; or
- (b) mark or stain if exposed to certain substances; or
- (c) be damaged or disfigured by impact or scratching.

8.3 Any damage to Goods supplied and installed by the Provider must be notified to the Provider in writing within forty-eight (48) hours of the completion of installation.

Notification outside this period may not be accepted as a valid claim and the Provider reserves the right to decline liability for damage reported after this time.

8.4 Upon making the final milestone payment (as set out in clause 5.3.1(d)), the Client acknowledges that Practical Completion has been reached and confirms their satisfaction with the Goods and Services provided. Payment of the final amount constitutes the Client's acceptance that all works have been completed to a satisfactory standard, subject only to any defects notified in writing prior to or at the time of final payment. No further claims relating to the standard of workmanship or the condition of the Goods will be entertained after the final payment has been received, except as required under Australian Consumer Law or the Provider's warranty obligations under clause 10.

9 Returns

9.1 Returns will only be accepted provided that:

- (a) the Client has complied with the provisions of clause 8.1; and
- (b) the Provider has agreed in writing to accept the return of the Goods; and
- (c) the Goods are returned at the Client's cost within seven (7) days of the delivery date; and
- (d) the Provider will not be liable for Goods which have not been stored or used in a proper manner; and
- (e) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonable possible in the circumstances.

9.2 The Provider will not accept the return of Goods for credit.

10 Warranties and Guarantee

10.1 The Provider warrants that all Goods supplied are free from manufacturing defects and comply with industry standards.

10.2 The Provider provides a seven (7)-year warranty on all custom-made Goods, covering structural integrity and workmanship.

10.3 The warranty does not cover:

- General wear and tear
- Damage caused by misuse or neglect
- Damage resulting from unauthorised repairs, modifications, or alterations

10.4 For warranty claims, the Client must provide proof of purchase and details of the issue. The Provider reserves the right to inspect the Goods and determine whether the warranty applies.

10.5 For Goods not manufactured by the Provider, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Provider shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.

10.6 This Guarantee is a continuing Guarantee and shall not be discharged in any way including by any agreement or arrangement made by the Provider or by the Client's insolvency. The Guarantee will bind their legal personal representatives. If any of the Provider's obligations are not enforceable then they hereby indemnify the Provider against failure by the Provider to make any payment or perform or serve any covenant or obligation under this contract.

11. Intellectual Property

11.1 The Provider retains ownership and copyright of all intellectual property associated with designs, plans, and concepts provided to the Client.

11.2 The Client is granted a non-transferable, limited license to use the intellectual property solely for the purposes for which it was provided by the Provider.

11.3 The Client may not reproduce, distribute, or modify the Provider's intellectual property without prior written consent.

11.4 The Client warrants that all designs or instructions to the Provider will not cause the Provider to infringe a patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify the Provider against any action taken by a third party against the Provider of any such infringement.

12. Confidentiality

12.1 Both the Client and the Provider agree to keep confidential all information that is not publicly available and is obtained during the engagement, including designs, pricing, business practices and personal information.

12.2 This confidentiality obligation remains in effect even after the completion or termination of services.

13. Client Responsibilities

13.1 The Client is responsible for providing accurate information to enable the Provider to fulfill its obligations under these Terms.

13.2 The Client is required to inspect the Goods upon delivery and notify the Provider within seven (7) days of any issues or non-compliance with the Order.

13.3 The Client is responsible for maintaining the Goods in accordance with the care instructions provided by the Provider.

13.4 The Client hereby agrees to have the Works performed by the Contractor, and hereby declares that he has requested the Provider to perform the Works at the said address.

13.5 The Client hereby undertakes to give the Provider access to the said address at all reasonable times for the purpose of carrying out the Works.

13.6 Client's Responsibilities for Site Preparation and Appliance Availability

The Client is responsible for ensuring that the site is ready and all appliances are available at least 24 hours before the scheduled installation time. If the site is not ready or the appliances are not available when the Provider or its subcontractors arrive to perform the installation, the Provider reserves the right to either reschedule the work or charge an additional fee for any extra time or visits required to complete the work when the site is ready.

13.7 If the Client fails to remedy a breach of this contract within 14 days of receiving written notice, the Provider may terminate this contract. A serious breach includes but is not limited to: non-payment of fees, failure to provide access to the site as required, or failure to comply with the agreed schedule or site readiness.

13.8 The Client must not give instructions to the Provider, subcontractors or to workers during delivery, installation or while on the working site.

13.9 The Client is responsible for covering and/or removing all furniture, appliances, and personal items from the quoted work area prior to the commencement of works. The Provider will not be responsible for any damage caused to flooring, walls, ceilings, or any other areas or items that have not been cleared or adequately protected by the Client.

13.10 The Client acknowledges that the removal of existing kitchen cabinetry, wall tiles, floor tiles, or other fixed finishes may cause incidental damage to surrounding surfaces, including but not limited to walls, flooring, and plasterwork. Such damage is an inherent risk of renovation works and will not be the responsibility of Hoppers Cabinets. Any repair or remediation of such damage will be at the Client's cost.

13.11 The Client must not access or use the work area during the installation process until the Provider has confirmed that it is safe and appropriate to do so. Access to the work area during installation may create safety risks and interfere with the works. The Provider accepts no liability for any injury, loss, or damage resulting from the Client entering the work area without the Provider's express permission.

13.12 The Client acknowledges that the installation of cabinetry and associated works involves specialised skills, knowledge, and processes. The Client agrees to allow the Provider's employees and subcontractors to carry out their work without interference, direction, or instruction from the Client. The Provider's team will follow established professional processes to achieve the best outcome, and the Client is asked to trust those processes through to the completion of the works. Any concerns during the project should be directed to the Provider's supervisor or representative and not raised directly with individual workers on site.

14. Unforeseen Site Conditions

14.1 Asbestos, Rot, and Termite/Moisture Damage — This contract does not account for the possible presence of asbestos and/or structural damage caused by rot, moisture, or termite infestation in walls, floors, or ceilings. If any such conditions are discovered during the works, the Provider will notify the Client immediately. Rectification of these conditions requires engagement of licensed external contractors and is not included in the contract amount. Any associated costs will be the Client's responsibility and will be treated as a variation to this contract.

14.2 Electrical Upgrades — Where new appliances or installations require upgrades to existing cables, wiring, or the fusebox/switchboard to meet safety standards or regulatory requirements, these works are not included in the contract price. Additional charges will apply and the Client will be notified prior to any such works proceeding.

15. Dispute Resolution

15.1 If a dispute arises, both parties agree to attempt resolution through good faith negotiations.

15.2 If a resolution cannot be reached, the parties agree to refer the matter to mediation before commencing any legal proceedings.

15.3 Queensland laws govern these Terms. The parties submit to the jurisdiction of the courts of Queensland.

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16 Provider Responsibilities

16.1 The Provider may license or sub-contract all or any part of part of its rights and obligations without the clients consent.

16.2 The Provider reserves the right to review these terms and conditions at any time. If, following any such review, the Provider notifies the Client of such change, the updated terms will take effect from the date specified in the notice.

16.3 Failure by the Provider to enforce any provision of these terms and conditions shall not be treated as a waiver of the provision, nor shall it affect the Provider's right to subsequently enforce that provision.

17 Australian Consumer Law and Competition and Consumer Act 2010 (Cth)

17.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Australian Consumer Law or the Competition and Consumer Act 2010 (Cth), except to the extent permitted by those Acts where applicable.

18 Building and Construction Industry Payments Act 2004

18.1 At the Providers sole discretion, if there are any disputes or claims for unpaid Goods and/or services then the provisions of the Building and Construction Industry Payments Act 2004 may apply.

18.2 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Payments Act 2004 of Queensland, except to the extent permitted by the Act where applicable.