



“EcoEco” Windows & Doors Pty Ltd

Terms and Conditions

“We”, “Us”, “Our” refers to EcoEco. “You”, “Your” refers to the Customer. “Customer” refers to a natural person who has accepted the order whether verbally, in writing, by signing the order confirmation declaration, and / or by providing a purchase order, and, if applicable, the company in which the person is representing themselves to communicate on behalf of.

1. General

- 1.1 Energy savings claimed over competitor’s products are based upon conditions. Please enquire if You would like an explanation.
- 1.2 If this quote includes reveals, then up to 110mm reveal depth is included in the quote where required. Wider reveals may incur an additional charge.
- 1.3 We most often, at Our discretion, quote Our nearest standard size and configuration to assist in reduced costs to You, and to ensure that the products supplied are the best available in terms of performance and design. It is up to You to make certain that the products We quote suit Your application.
- 1.4 We reserve the right to alter Our designs without notice at any time where We believe this benefits EcoEco and/or the customer in general.
- 1.5 Any quotation We give You is not an offer or obligation to sell to You. We will endeavour to maintain the price quoted to You for orders received within a period of 30 days. We reserve the right to accept or reject any order. We are not obliged to supply the goods which You may have ordered unless We accept Your order in writing.
- 1.6 Where We agree to cancel or modify an order or part of an order, We will be entitled to charge You a fee, depending on the work carried out by Our factory on the goods ordered by You.
- 1.7 The lead time quoted is an estimate at the time made in good faith, We will attempt to meet the lead time, this is not guaranteed.
- 1.8 Toughened glass has a wavy surface. This is not a defect but a characteristic of toughened glass; and is particularly noticeable in tinted glass. Some or all glazed components of any product may be supplied with toughened glass even if it is not described.

2. Our responsibilities

- 2.1 Our goods are manufactured to the standards AS2047, AS1288 and AS4055; provided that the goods are not modified in any way, except where agreed to by Us in writing, all goods supplied by Us are warranted to meet these standards.
- 2.2 Unless otherwise stated in writing, products We manufacture are suited to a minimum terrain rating of N2 according to AS4055.
- 2.3 We will upon request provide a certificate that states that the windows supplied meet those standards if and only if You have provided Us with sufficient clear and accurate specifications to do so.
- 2.4 We will store the products from Your order for up to 2 weeks at no cost. If You require further storage, this will be charged each week at \$200 per week for products relating to one house or unit or \$400 per week if the products have been revealed.

3. Your responsibilities

- 3.1 You are to provide to Us clear and accurate specifications, including the location within a building or other structure where the goods will be installed; and it is Your duty to ensure that the goods are installed in the location for which they were designed.
- 3.2 If We arrange delivery, We will deliver the goods to the address shown on Your order and will unload the goods on the property at that address provided that: -
 - a. The point of delivery is no more than 20 metres from where the delivery truck can safely park without being driven off the road.
 - b. The goods can be carried over safe, solid and clear ground.
 - c. A representative of You is at the address to receive the goods and sign to accept the goods.
 - d. You make available 2 people to be at the delivery address at the time of delivery to assist in unloading the goods.
 - e. In the event that the conditions outlined in 3.2a, 3.2b, 3.2c, and 3.2d do not occur, We will endeavour to contact You, but if delivery cannot be completed, then You are responsible for any goods left onsite, and You are liable for the costs of delivery and redelivery of the goods not left onsite.
 - f. If You cancel or reschedule delivery within 3 business days of the date agreed, You will be liable for \$400 reschedule booking fee per unit or house.
- 3.3 If You become aware of any deficiency in the quantity of goods or the quality of goods delivered, You must make Us aware of the problem within 24 hours or We may not accept liability.
- 3.4 You are responsible to adapt the EcoEco products to the construction. Failure to provide adequate support for jambs, sills and heads, especially important for bifold doors and windows, may void any warranty.
- 3.5 You are to ensure that all products are installed according to recommended installation details as published by the Australian Window Association, according to the “EcoEco Windows and Doors Installation Procedure”, according to any product specific preparation and installation details provided by EcoEco, and in the correct locations according to information You supplied.
- 3.6 To protect reveals from weather conditions within 1 week of delivery
- 3.7 To remove all plastic film and protective tape within 4 weeks of delivery
- 3.8 To ensure that sill flaps and seals fitted must be kept in place after construction

4. Payment Terms

- 4.1 The goods supplied to You remain Our property until We receive payment for all amounts You owe Us and those payments are honoured.
- 4.2 Unless a commercial credit agreement is negotiated prior to acceptance of an order, then 50% deposit is required at time of placing order, and the balance is due 1 month following our notification that your order is ready.
- 4.3 If credit has been established, then unless otherwise agreed, where We give You credit, all goods supplied must be paid for within 30 days from end of the month of invoice.
- 4.4 If payments are outstanding or have not been honoured, You grant Us the right to enter Your premises or any site on which the goods are located and retake possession all or some of the goods. You must notify Us if You commence to be wound up; or bankrupted; or You are placed under official management; or a receiver, or a receiver and manager, or a voluntary administrator or trustee is appointed to You; or You part with possession of the goods other than in Your ordinary course of business.
- 4.5 Any outstanding balance beyond these terms will, at Our discretion, accrue interest at the current ANZ overdraft rate +2%
- 4.6 Any unpaid amount past the due date may be forwarded to a collection company, any costs or legal fees incurred will be added to the outstanding amount.
- 4.7 Any fees incurred by Us in retrieving outstanding monies and / or products will be added to the outstanding amount.
- 4.8 We may list any debt with commercial agencies which may affect Your future ability to receive credit.



Objective

To install windows and doors which operate, do not leak, are in good condition and carry the EcoEco guarantee.

PRE-INSTALLATION

Windows and doors are stacked horizontally on arrival to site, but if you store the windows and doors ensure that they are in an upright position, undercover where possible to protect against damage.

CARPENTER

1. Check that the window or door is specified for that opening and in good condition. Ensure the obscure glass and the safety glass windows are in the correct openings.
2. Flash the windows and doors as required to meet the industry standard.
3. Temporarily install frames plumb & square with sashes closed - check diagonals for squareness. Ensure that the frames are not twisted. Use packers to support the reveal against the stud or bottom plate.
4. Physically check that the reveals are the correct depth for the construction.

Do not install the window or door if the reveals appear to be incorrect.

5. Check that the sill is straight and level. If necessary, pack with Hardiflex or similar sheet to support where the sill protrudes from the slab.
6. Unlock the sashes at the jamb for casements and awnings, then test the sash for operation by making sure it opens and closes without binding and sits flush when closed. Adjust the installation if necessary until the sash operates properly. This is required to allow for manufacturing tolerances.

Do not use force to operate the sash winder.

7. Screw or nail home ensuring the packers are in place.

Do not nail home a window until the sash operates freely.

BRICKLAYER

8. Check that all external rubber seals are intact and in place on 4 sides.

Do not brick up to a window if seals are missing.

9. Ensure that jambs are not bowed when bricks are being laid.

Do not move a window or door or unless you follow the carpenter's instructions. Never lever the window or door.

10. Allow 10mm clearance between window sill and external sill bricks on brick veneer construction.
11. Ensure that the sill flap is protruding forward as bricks are laid.
12. Allow adequate head clearance according to span - minimum 20mm. Note: windows and doors are not load bearing.

GENERAL

13. Protect door jambs and sill during construction.

Do not slide planks or tread on window or door frames.

14. Leave plastic wrap in place to protect all surfaces from brick cleaning acid, mortar, plaster, etc. Wash away any spillage immediately or permanent damage will result, thus voiding the warranty.

Do not allow the plastic film on the glass or the tape on the aluminium to remain on the window or door for more than 4 weeks after delivery.

Do not scrape dirt, paint or mortar off windows or you will scratch them.

Note: The items in boxes may affect the guarantee and render any service to be chargeable.

**For information call Service at EcoEco
1300 EcoEco 1300 326 326**