

TERMS OF TRADE

- 1. What is the purpose of this agreement?**
 - 1.1 This agreement sets out the terms that apply to the relationship between you (and "you") and **JAE Group Incorporated (Inc)** trading as **JAE Group Inc** including its agents, branches, administrators and assigns ("we", "us" and "our").
- 2. What information about you can we collect?**
 - 2.1 You agree to provide us with and allow us to use information necessary to give effect to this agreement and provide you with the services ("your information"). We will not hold your information longer than required for the purposes of its collection.
 - 2.2 Unless your consent is withdrawn in writing, you agree to us disclosing any of your information:
 - to give effect to or enforce our obligations under this agreement or a finance agreement;
 - when authorised by you or required by law;
 - to assess your credit worthiness; and
 - to market any of our services to another person or entity.
 - 2.3 We will not use your information unless we have reasonably ensured it is accurate, complete, relevant and not misleading. If we give your information to another entity we will do everything reasonably within our power to prevent unauthorised use or disclosure of your information.
 - 2.4 You may access any of your information and ask us to correct any mistakes in it.
- 3. What are our services?**
 - 3.1 "Services" means and includes, without limitation, labour, cleaning, restoration, care, treatment, management, maintenance and support, and out of pocket expenses, provided to you by us and identified in any account, application, order form, price list, e-mail, supply request, quote, invoice, statement or other document issued by either party, which are deemed to be incorporated into and form part of this agreement; or
- 4. What is the price?**
 - 4.1 The price is the cost of the services as agreed between you and us from time to time including GST and out of pocket expenses. You agree to reasonable changes in the price at any time.
 - 4.2 If no price is stated in writing or orally agreed, the price will be the cost that we provide the services at the time of your request, subject to reasonable changes.
- 5. What if we give you a quote or estimate?**
 - 5.1 Where we provide you with a quote:
 - the quote will replace all prior estimates;
 - unless otherwise agreed in writing, the quote will be valid for thirty (30) days from the date of issue;
 - the price will be exclusive of GST, unless stated otherwise;
 - you are solely responsible for the accuracy of information on which the quotation is based;
 - you will be responsible for increased costs or receive the benefit of decreased costs resulting from any subsequent changes to the quote due to inadequate or inaccurate information, provision of additional services requested or requested alterations; and
 - we have the right to alter the quote because of circumstances beyond our control or clerical or computer error.
 - 5.2 Where we provide you with an estimate:
 - the estimate will be exclusive of GST, unless stated otherwise;
 - we will not be bound to provide the services at the estimated price;
 - you agree to pay for extra or increased costs where additional services are required or you request alterations or the information on which the quote was based was insufficient or inadequate.
- 6. When and how do you pay us?**
 - 6.1 You agree to pay us in full:
 - on site on completion of our services or, if agreed, on or before the 7th day following completion of our services;
 - interest on any amount you owe after the due date at a rate of 2.5% per month or part month;
 - any expenses, including debt collection and legal costs, that we incur as a result of enforcing any of our rights contained in this agreement;
 - without set-off, deduction or counterclaim; and
 - a deposit when required.
 - 6.2 We may require a credit card retention for services, the value of which you agree will be deducted from your credit card. All payments by credit card will incur an extra charge of 2.5% of the value of the invoice.
 - 6.3 You agree to us allocating or reallocating any payment received from you towards any invoice.
 - 6.4 Where services are provided in relation to insurance and a preferred supplier agreement applies, the insurance provider will be responsible for payment.
 - 6.5 Although you may be expected to be reimbursed by a third party or expect us to be reimbursed by a third party for our services, you remain responsible for payment to us if the third party fails to pay.
- 7. What warranties apply?**
 - 7.1 We warrant that our services will be of a standard and quality that will meet your reasonable expectations with reference to reasonable industry standards, skill and quality.
 - 7.2 Manufacturers' warranties and guarantees apply. A Fibreguard warranty applies for the lifetime of the fabric to which it is applied.
 - 7.3 If you are in trade and/or are a business, you agree that you and us contract out of the Fair Trading Act 1986 and Consumer Guarantees Act 1993 to the extent permissible by law.
 - 7.4 We are not liable for delay or failure to perform our obligations if the cause is beyond our control.
 - 7.5 Subject to 7.3 and 7.4, if we are deemed liable to you for any loss or damage of any kind, arising from the provision of services to you, including consequential loss whether suffered or incurred by you or another person or entity and whether in contract tort or otherwise, then you agree that our total liability is limited to the value of the services provided to you.
- 8. What if I want to vary or cancel a request for services?**
 - 8.1 All requests from you constitute a binding agreement subject to these terms. If you wish to cancel or vary an order and we have reasonably relied on your original instructions, you will still be responsible for payment of the price of the request.
- 9. When will our services be provided?**
 - 9.1 We will use our best reasonable endeavours to provide our services on the date and time agreed between you and us. The time and date of provision is not an essential term of our agreement and we accept no liability for default or delay. We may incrementally provide services listed in one invoice.
- 10. When may we cancel this agreement?**
 - 10.1 We have the right by notice to suspend or cancel any part of any agreement for the provision of services to you if you default by:
 - failing to pay or indicating you will not pay any sum owing by the due date;
 - any of your creditors seizing or indicating they will seize your property;
 - being bankrupted, insolvent, under statutory management or put into liquidation;
 - a receiver being appointed over or a landlord possessing any of your assets;
 - a court judgment entered against you remaining unsatisfied for seven (7) days;
 - breaching the terms of this agreement; and
 - an adverse material change in your financial position.
 - 10.2 Cancellation or suspension will not affect our claims for any amount due at the time of cancellation or suspension, damages for any breach of your obligations under this agreement and any other legal rights we may have. Upon cancellation of this agreement any amount owed by you for work done up to and including the date of cancellation will become due and current orders terminate.
- 11. Does a personal guarantee apply?**
 - 11.1 If you are a director of a company or the trustee of a trust:
 - in exchange for us agreeing to provide services and grant credit to the company or the trust, you also sign this agreement in your personal capacity, and jointly and severally personally undertake as principal debtors, to pay everything that the company or trust owes us, and to indemnify us against non-payment and/or default; and
 - any personal liability of you as director or trustee will not exclude the company or trust from the liabilities and obligations contained in this agreement.
- 12. What else are you agreeing to?**
 - 12.1 We may outsource (contract out) part of the work required to provide the services. You agree to pay for all amounts due in connection with the outsourcing.
 - 12.2 We own all existing and new intellectual property rights connected to the services and documentation associated with the same.
 - 12.3 You agree that your failure to pay for goods and services by the due date gives rise to a legal or equitable estate or interest ("the interest") in your land on which the goods and services were carried out and affixed and that the interest entitles us to register a caveat against your land pursuant to the Land Transfer Act 1952 and its amendments or any legislation in substitution thereof. A caveat is a notice registered against the title of your land, which informs anyone who searches that title that we have a right to or interest in that land.
 - 12.4 If we fail to enforce any of the terms of this agreement it will not be deemed to be a waiver of any of the rights or obligations we have under this agreement.
 - 12.5 If any of these terms are determined to be invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining terms will not be affected.
 - 12.6 This is the entire agreement superseding all prior agreements, representations and warranties. Any instructions we receive from you will be subject to this agreement.
 - 12.7 If any dispute or issue arises between you and us we must be notified within seven (7) days of the date our services were completed. Any material subject to a claim must not be destroyed and must not be removed from the address where the services were provided until we have inspected the material or waived our right to do so.
 - 12.8 Documentation related to this agreement may be served on you by email.
 - 12.9 Any reasonable general change we make to these terms will be published on our website, all other variations must be made by mutual agreement in writing.