

TERMS & CONDITIONS OF TRADE

1. Definitions and Interpretations

- 1.1. In these Terms and Conditions, unless there be something in the subject matter or context inconsistent therewith, the following words and expressions shall have the meanings respectively assigned to them, namely:-
- 1.1.1. “**Goods**” means all goods supplied by us to the customer at the customer’s request from time to time;
- 1.1.2. “**Proposal**” means any proposal we provide you with from time to time;
- 1.1.3. “**Quote**” means any quote we issue from time to time;
- 1.1.4. “**Services**” means all services supplied by us to the customer at the customer’s request from time to time;
- 1.1.5. “**Terms**” means the terms and conditions contained in this document, as amended by us and published on our website www.classic-arch.com from time to time;
- 1.1.6. “**We**”, “**Us**”, “**Our**” or “**Classic**” means Classic Architectural Group Pty Ltd, A.B.N. 11 605 804 064, A.C.N. 605 804 064 or any other associated entities; and
- 1.1.7. “**You**”, “**Your**”, “**Buyer**” or “**Customer**” means the person or persons buying the Goods as specified in any invoice, document or order and is a reference to each customer jointly and severally.

2. Quotes and Proposals

- 2.1. From time to time, We may issue a Quote or Proposal to You for the supply and installation of Goods or for the provision of Services.
- 2.2. All Quotes and Proposals are subject to these Terms.
- 2.3. Unless otherwise stated in writing, any Quote or Proposal shall remain open for acceptance (in accordance with these Terms) for thirty days from the date recorded on the Quote or Proposal, unless withdrawn by Us earlier.

3. Acceptance of Quote, Proposal or Purchase Order

- 3.1. You may accept Our Quote or Proposal by signing and returning the Quote or Proposal to Us within the period stipulated in clause 2.3.
- 3.2. We reserve the right to refuse any acceptance within 7 days of receipt of the signed Quote or Proposal.
- 3.3. In accepting a Quote or Proposal, You also agree to be bound by these Terms.
- 3.4. From time to time, You may request the provision of goods and/or services by providing us with a purchase order. By providing us with a purchase order and a request for goods and/or services, You are acknowledging that you are subject to these Terms.

4. Price and Payment

- 4.1. The price payable to Us by You shall be either:
- 4.1.1. The amount provided in the Quote or Proposal if accepted in accordance with these Terms (and subject 4.2); or
- 4.1.2. The amount provided on the invoice provided to You by Us.
- 4.2. We reserve our right to change the price in the event of any variation including:
- 4.2.1. A variation requested by You;
- 4.2.2. A variation which is required to ensure compliance with all laws and regulations of the jurisdiction; and/or
- 4.2.3. A variation deemed by us to be necessary in the circumstances.
- 4.3. At Our sole discretion, upon accepting a Quote or Proposal, We may require a non-refundable deposit not exceeding 20% of the Quote or Proposal.
- 4.4. Time is of the essence with respect to payment of the price of the Goods and/or Services which will be stated on the Quote or Proposal as being:
- 4.4.1. On the delivery of the Goods;
- 4.4.2. Before the delivery of the Goods;
- 4.4.3. On the completion of any Services;
- 4.4.4. Before the completion of any Services;
- 4.4.5. On a date specified on any invoice as being the date due for payment; or
- 4.4.6. Failing any notice to the contrary, the date which is thirty (30) days following the date of any invoice given to You by Us.
- 4.5. Payment may be made by cash, company cheque, bank cheque, electronic banking, credit card or such other method as may be agreed between Us and You.
- 4.6. If payment is to be made by a credit card, we reserve our right to charge a surcharge of up to two and a half percent (2.5%) of the price.
- 4.7. Unless we state so in writing, the price does not include packaging costs, freight and delivery costs, or bank surcharges. We will tell you what these charges are when we are informed of them, and You are responsible for the payment of the same.

5. Goods & Services Tax (‘GST’)

- 5.1. Unless otherwise stated in the Quote or Proposal, the amount does not include GST. In addition to the price, You must pay to Us an amount equal to any GST we must pay for the supply of any Goods and/or Services to You, without deduction or set out to any other amount, and at the same time and on the same basis as You are required to pay.

6. Your Liability

- 6.1. Where the Customer is not the person executing the acceptance of the Quote or Proposal (for example, is a Director of the Customer), then the person signing the Quote or Proposal:
- 6.1.1. Warrants that he, she or they are duly authorised by the Customer to enter into the transaction with Us;
- 6.1.2. Warrants that he, she or they, have the necessary authority to execute the Quote or Proposal and enter into a binding contractual relationship with Us; and
- 6.1.3. In the event that the person executing the Quote or Proposal does not have the necessary authority, or the Customer is for any reason whatsoever unable to comply with its obligations under these Terms, then the person or persons signing the Quote and Proposal acknowledge and agree that they shall be liable for any and all losses incurred by Us.
- 6.2. Where the Customer is a corporate entity, We may, at any time prior to the delivery of the Goods and/or completion of Services, require that one or more Directors of the company execute a Directors Guarantee in the form annexed to these Terms marked ‘Directors Guarantee’.
- 6.3. If at any time, the Guarantor terminates the Guarantee, or becomes insolvent, We reserve the right to terminate the Agreement.
- 6.4. Where the Customer comprises of one or more persons (including corporate entities, business and/or trusts), then each is jointly and severally liable for all obligations under these Terms.

7. Specifications

- 7.1. All drawings, specifications, descriptive matter or advertising issued by us and any descriptions, illustrations or particulars of goods such as weights, dimensions, performance or other attributes provided by us are approximates only and do not form part of any contract as between us. Any deviation or error in these matters do not vitiate any contract between us or give rise to any claim in relation to those matters.
- 7.2. Where the Customer has provided Classic with drawings or instructions, and these drawings or instructions are inadequate or omit pertinent details, Classic reserves the right (at Classic’s sole discretion) to supply the goods to an acceptable industry standard.
- 7.3. Where the customer supplies Classic with any design specifications (including, but not limited to, architectural and computer-aided design (“CAD”) drawings) the customer shall be responsible for providing accurate data. Classic shall not be liable whatsoever for any errors in the goods, or any consequential losses or damages, resulting from incorrect or inaccurate data being supplied by the customer.
- 7.4. This agreement is between Classic and the customer only. The customer shall indemnify Classic against any liability caused by any interference, decision, or disruption caused by any third-party (including, but not limited to property owners, tenants, union officials and their agents or any other trades).
- 7.5. Goods supplied or services performed by Classic based on the customer’s instructions will meet acceptable industry standards unless guaranteed by Classic (in writing) to achieve specified standards or tolerances. Any defects to this acceptable industry standard will be repaired as detailed in clause 16.

8. Cancellation

- 8.1. We may cancel any contract, agreement, Quote or Proposal, to which these Terms apply before Goods are delivered, or Services are completed, by written notice to You.

- 8.2. Upon cancellation under clause 7.1, We will repay to You any money paid by you for the cancelled Goods and/or Services.
- 8.3. You acknowledge and agree that We are not liable for any loss or damage resulting from such cancellation.
- 8.4. You may cancel any contract, agreement, Quote or Proposal so long as You:
- 8.4.1. Pay any and all outstanding monies to Us for any Goods provided and/or Services completed; and
- 8.4.2. Pay to us any compensation required to for any and all loss and damage incurred by way of the cancellation (whether direct or indirect, and including any loss of profits).
- 8.5. Clause 7.4 does not apply to any Goods which are made to Your specification, or for non-stock list items.
- 9. Delivery of Goods**
- 9.1. Delivery (“**Delivery**”) of the goods is taken to occur at the time that:
- 9.1.1. the customer or the customer’s nominated carrier takes possession of the goods at Classic’s address; or
- 9.1.2. Classic (or Classic’s nominated carrier) delivers the goods to the customer’s nominated address even if the customer is not present at the address.
- 9.2. At Classic’s sole discretion the cost of delivery is in addition to the price.
- 9.3. Any time or date given by Classic to the customer is an estimate only. The customer must still accept delivery of the goods even if late and Classic will not be liable for any loss or damage incurred by the Customer as a result of the delivery being late.
- 9.4. Delivery and installation of the goods shall be undertaken during the normal business hours of Classic.
- 9.5. Any dates specified by Classic for the delivery of goods are approximate only. If no dates are specified, delivery will occur within a reasonable time.
- 9.6. The customer has no right of action for damages or otherwise against Classic and releases Classic from any claim for loss or damage occurred by reason of any delay or failure in delivery.
- 9.7. If the customer fails to take delivery of any goods or fail to provide any instructions to enable the goods to be delivered, without prejudice to any other rights, we may store or arrange for the storage of the goods pending delivery.
- 9.8. Any costs or expenses incurred in relation to storage including related insurance of goods pending delivery are payable by the customer.

10. Access

- 10.1. The Customer shall ensure that Classic has free and clear to the worksite at which the Goods is to be, or is, located. If there are any delays due to free and clear access not being available then the Customer shall be responsible for (and shall reimburse) Classic for all additional costs incurred by Classic in gaining suitable access to the worksite.

11. Default and Consequences of Default

- 11.1. Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of four and a half percent (4.5%) per calendar month (and at Classic’s sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 11.2. If the customer owes Classic any money the customer shall indemnify Classic from and against all costs and disbursements incurred by Classic in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Classic’s collection agency costs, and bank dishonour fees).
- 11.3. Without prejudice to any other remedies Classic may have, if at any time the customer is in breach of any obligation (including those relating to payment) under these Terms and Conditions Classic may suspend or terminate the supply of goods to the customer. Classic will not be liable to the customer for any loss or damage the customer suffers because Classic has exercised its rights under this clause.
- 11.4. Without prejudice to Classic’s other remedies at law, Classic shall be entitled to cancel all or any part of any order of the customer which remains unfulfilled and all amounts owing to Classic shall, whether or not due for payment, become immediately payable if:
- 11.4.1. any money payable to Classic becomes overdue, or in Classic’s opinion the customer will be unable to make a payment when it falls due;
- 11.4.2. the customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- 11.4.3. a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the customer or any asset of the customer.
- 11.5. In the event You are a corporate entity, and fail to pay any amount due and payable to us, we reserve the right to serve a Statutory Demand under s 509H of the *Corporations Act 2001* and in those circumstances, you agree:
- 11.5.1. That there is no genuine dispute relating to debts which have been the subject of an invoice to You (unless You have previously provided notice of the same in writing);
- 11.5.2. That you will pay Our legal and other costs and expenses on a solicitor and own client basis; and
- 11.5.3. You will not apply to the Court to set aside such demand unless You have previously provided Us with notice of any such dispute.

12. Ownership of Goods

- 12.1. Classic and the customer agree that ownership of the goods shall not pass until:
- 12.1.1. the customer has paid Classic all amounts owing to Classic; and
- 12.1.2. the customer has met all of its other obligations to Classic.
- 12.2. Receipt by Classic of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
- 12.3. It is further agreed that:
- 12.3.1. until ownership of the Goods passes to the customer in accordance with clause 12.1 that the customer is only a bailee of the goods and must return the goods to Classic on request.
- 12.3.2. the customer holds the benefit of the customer’s insurance of the goods on trust for Classic and must pay to Classic the proceeds of any insurance in the event of the goods being lost, damaged or destroyed.
- 12.3.3. the Customer must not sell, dispose, or otherwise part with possession of the goods other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the goods then the customer must hold the proceeds of any such act on trust for Classic and must pay or deliver the proceeds to Classic on demand.
- 12.3.4. the Customer should not convert or process the goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of Classic and must sell, dispose of or return the resulting product to Classic as it so directs.
- 12.3.5. the Customer irrevocably authorises Classic to enter any premises where Classic believes the Goods are kept and recover possession of the Goods.
- 12.3.6. Classic may recover possession of any goods in transit whether or not delivery has occurred.
- 12.3.7. the Customer shall not charge or grant an encumbrance over the goods nor grant nor otherwise give away any interest in the goods while they remain the property of Classic.
- 12.3.8. Classic may commence proceedings to recover the price of the goods sold notwithstanding that ownership of the goods has not passed to the Customer.

13. Personal Property Securities Act 2009 (“PPSA”)

- 13.1. You agree that all goods supplied to you by Classic will be subject to a security interest as that term is defined in the Personal Properties Securities Act 2009 (PPSA) and will treat the security interest in the goods as continuing and subsisting security with priority over a registered general security and any unsecured creditors.
- 13.2. You grant Classic:
- 13.2.1. A security interest within the meaning of the PPSA over all PPSA Personal Property; and
- 13.2.2. A fixed charge over all other property;
- as a security interest in the goods and in any proceeds arising from the sale of the goods or in any accessions in the goods or if the goods become an accession the accession and the goods, to secure your obligations to us including, but not limited to, your obligation to make payment for the goods.
- 13.3. You acknowledge and confirm that:
- 13.3.1. We have given value for the security interests provided in clause 12.2, including by Our promises to provide or continue to make available any financial accommodation to you;

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13.3.2.	Nothing in these Terms is intended as an agreement that Our security interest under this document attaches at a time later than specified under s 19(2) of the PPSA; and	16.3.	Any materials (including, but not limited to, goods, designs, plans, and photographs) deposited by the customer with Classic for the provision of the services are done so at the customer's own risk.
13.3.3.	You have not made any other agreement with us to vary the time of the attachment of Our security interest other than in these Terms.	16.4.	The illustration and specifications in any catalogue, brochure, or other document prepared by the seller shall fairly represent the articles listed but due to frequent alterations and improvements in design the illustrations and specifications in any such catalogue, brochure, or other document shall not be interpreted by the buyer as being exact in detail or proportion. Slight changes in design, colour, size, texture, composition, or marbling shall not constitute sufficient grounds for complaint.
13.4.	You acknowledge that for the purposes of s 20(2)(b)(ii) of the PPSA, our security interests are taken in all of your present and after acquired property.	16.5.	Classic shall not be liable in any way whatsoever for the non-performance of the goods due to poor workmanship of any other tradesmen.
13.5.	You acknowledge and agree that if you dispose or otherwise deal with any property in breach of our security interests, that we have not authorised you to so deal with that property, that such dealing does not extinguish in any way our security interest, and that we continue to hold our security interest despite Your action.	16.6.	Classic shall not be liable in any way whatsoever for damage caused to the goods by any other tradesmen.
13.6.	You are responsible for all costs incurred by us in registering our interest under the PPSA and all costs of enforcement.	16.7.	Unless expressly agreed to in writing by Classic, Classic shall not undertake any work involving alterations to the structure of any premises at which the services are to be provided.
13.7.	If we, pursuant to PPSA take all or any of the goods in satisfaction of your obligations to us you agree that you will remain liable to us for the difference between the market value of the goods at the time they are first able to be sold by us free from all rights and interests of you and other persons and the amount of your obligation for which you are in default.	16.8.	Any advice or recommendations given by Classic to the customer is given in good faith and shall not be deemed by the customer to be expert opinion. The Customer shall not implement any such advice or recommendations without first seeking professional opinion from an appropriate third party (including engineers and builders).
13.8.	You agree that you waive to the maximum extent possible at law the following rights under the PPSA:	16.9.	The Customer hereby releases and indemnifies Classic and agree to forever keep us indemnified from any and all cost, damage, liability, expense or loss including indirect, consequential and special losses, that we may incur in relation to you or any third party, where the cost, damage, liability, expense or loss is caused by or contributed to by the goods, any defect of fault in workmanship or design or their use or for any other reason whatsoever. This indemnity applies to goods we have supplied, that are on loan to you, or are in possession for demonstration or training purposes.
13.8.1.	receipt of a verification statement pursuant to section 157 and a statement of account under section 132;	17.	Intellectual Property
13.8.2.	to recover any proceeds under section 140;	17.1.	In this clause, "intellectual property" means all methodologies, processes, inventions, discoveries and novel designs whether or not registrable including any invention of or developments or improvements to equipment, methods or techniques.
13.8.3.	to receive notice from us to dispose of collateral under section 130, or to retain collateral under section 135 and to object to that notice under section 137;	17.2.	Where Classic has designed, drawn or developed goods for the customer, then the copyright in any designs and drawings and documents shall remain the property of Classic.
13.8.4.	to redeem collateral under section 142;	17.3.	The customer warrants that all designs, specifications or instructions given to Classic will not cause Classic to infringe any patent, registered design or trademark in the execution of the customer's order and the customer agrees to indemnify Classic against any action taken by a third party against Classic in respect of any such infringement.
13.8.5.	to reinstate a security agreement under section 143;	17.4.	The customer agrees that Classic may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, images, drawings or goods which Classic has created for the customer.
13.8.6.	to not have goods damaged or to be reimbursed in respect of such damage if we take possession of an accession of goods (section 92 and 93);	18.	Privacy Act 1988
13.8.7.	to refuse permission to remove an accession until security is given by us for reimbursement as per section 94;	18.1.	To the maximum extent permissible by law you waive all rights under the Privacy Act 1988 and consent to the collection, storage and provision of information by us to third parties. Such information may be used in respect to our attendances relating to the goods we provide to you and for our own statistical or marketing purposes, among other uses.
13.8.8.	to receive notice of removal of an accession under section 95;	18.2.	Further, you expressly consent to us using any personal information or any other information we hold on you for the purposes of investigating our creditworthiness including but not limited to conducting a credit check on you.
13.8.9.	to apply to court for an order concerning removal of an accession; and	19.	Building and Construction Industry Security of Payment Act 2002 (Vic)
13.8.10.	any other right in favour of you that can be lawfully contracted out of under the PPSA (including but not limited to the provisions listed in section 115);	19.1.	At Classic's sole discretion, if there are any disputes or claims for unpaid goods and/or services then the provisions of the Building and Construction Industry Security of Payment Act 2002 (Vic) may apply.
13.9.	You will immediately notify Classic of any change in your name, address, contact or personal details to enable us to register a financing change statement if required. In the absence of such notification, the address we hold in our records is deemed to be your relevant address.	19.2.	Nothing in this agreement is intended to have the affect of contracting out of any applicable provisions of the Building and Construction Industry Security of Payment Act 2002 (Vic), except to the extent permitted by the Act where applicable.
13.10.	You will not agree, encourage or allow any other person to register a financing statement without the express written consent of us and shall notify us as soon as you are aware of any other person taking steps to register an interest in the goods.	20.	General Provisions
14.	Security and Charge	20.1.	<i>Notices</i>
14.1.	Classic reserves the following rights in relation to all goods provided by us until all amounts owing by you to us in respect of those goods are paid in full:	20.1.1.	All notices required or permitted to be given under our Terms must be in writing and given by personal service, pre-paid postage, facsimile transmission or e-mail transmission at the addresses of the parties as stated in communications between us from time to time.
14.1.1.	ownership of the goods;	20.2.	<i>No Waiver</i>
14.1.2.	to enter your premises or the premises where the goods are located without liability for trespass or any resulting damage to retake possession of the goods; and/or	20.2.1.	No right under our Terms will be waived except as expressly agreed in writing and signed by us. We will not waive a right if we grant an extension or forbearance to you.
14.1.3.	to keep or resell any of the goods so repossessed.	20.2.2.	A waiver by us of any matter does not prejudice our rights in respect of any subsequent or other matter. Any non-exercise or partial exercise of, or any delay in exercising any right or remedy does not constitute a waiver of that right or remedy.
14.2.	The customer subject to any and all charges, encumbrances, alienations or other dealings hereby mortgages in favour of Classic all the customer's rights, title and interest in the goods to secure the full payment to Classic of all moneys owing or owed to Classic and the customer hereby appoints Classic as their attorney to in all respects deal with the goods in the customer's name and for the benefit of Classic. The customer agrees to forthwith execute and return to Classic all such documents and otherwise do all such acts, matters and things at the cost in all respects of the customer as Classic directs to secure the obligations of the customer to Classic under these Terms and Conditions.	20.2.3.	The customer agrees that Classic may amend these Terms and Conditions at any time. If Classic makes a change to these Terms and Conditions, then that change will take effect from the date on which Classic notifies the customer of such change. The customer will be taken to have accepted such changes if the customer makes a further request for Classic to provide goods to the customer.
14.3.	The Customer indemnifies Classic from and against all Classic's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Classic's rights under this clause.	20.3.	<i>Liability</i>
15.	Defects, Warranties, Returns and other matters under the Competition and Consumer Act 2010 ("CCA")	20.3.1.	Classic shall be under no liability whatsoever to the customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the customer arising out of a breach by Classic of these Terms and Conditions (alternatively Classic's liability shall be limited to damages which under no circumstances shall exceed the price of the goods).
15.1.	The Customer must inspect the Goods on delivery and must within seven (7) working days of delivery notify Classic in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Customer must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Customer must allow Classic to inspect the Goods.	20.4.	<i>Legal Advice</i>
15.2.	Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these Terms and Conditions (Non-Excluded Guarantees).	20.4.1.	You acknowledge that you have had adequate opportunity to obtain independent legal advice as to the meaning and effect of our Terms and Conditions before they were accepted.
15.3.	Classic acknowledges that nothing in these Terms and Conditions purports to modify or exclude the Non-Excluded Guarantees.	20.5.	<i>Entire Agreement</i>
15.4.	Except as expressly set out in these Terms and Conditions or in respect of the Non-Excluded Guarantees, Classic makes no warranties or other representations under these Terms and Conditions including but not limited to the quality or suitability of the goods. Classic's liability in respect of these warranties is limited to the fullest extent permitted by law.	20.5.1.	These Terms and Conditions supersede all previous agreements between You and Us and embody the entire agreement in relation to any accepted quote, proposal, purchase order, or any other arrangement between You and Us (except that other arrangement is governed by specific terms identified in a separate signed agreement between You and Us in relation to that other arrangement).
15.5.	If the customer is a consumer within the meaning of the CCA, Classic's liability is limited to the extent permitted by section 64A of Schedule 2.	20.5.2.	Any previous correspondence, negotiations or representations between us do not bind either us or you and neither we nor you can rely on them.
15.6.	If Classic is required to replace the goods under this clause or the CCA, but is unable to do so, Classic may refund any money the customer has paid for the goods.	20.6.	<i>Delegation</i>
15.7.	If the customer is not a consumer within the meaning of the CCA, Classic's liability for any defect or damage in the Goods is:	20.6.1.	We may delegate or sub-contract the performance of any obligation in our absolute discretion.
15.7.1.	limited to the value of any express warranty or warranty card provided to the customer by Classic at Classic's sole discretion;	20.7.	<i>No Assignment</i>
15.7.2.	limited to any warranty to which Classic is entitled, if Classic did not manufacture the Goods;	20.7.1.	You may not assign the benefits or obligations under any agreement with us to any entity without our consent, which may be withheld in our absolute discretion.
15.7.3.	otherwise negated absolutely.	20.8.	<i>Severance</i>
15.8.	Subject to this clause, returns will only be accepted provided that:	20.8.1.	If (but for this clause) a provision of these Terms and Conditions would be illegal, void, unenforceable or contravene any law, these Terms and Conditions are to be varied so as to give effect to the intention of the Terms and Conditions or severed without affecting the enforceability of the other provisions and failing that, the offending provision is to be interpreted as if the provision was omitted.
15.8.1.	the Customer has complied with the provisions of clause 15; and	20.9.	<i>Governing Law and Jurisdiction</i>
15.8.2.	Classic has agreed that the Goods are defective; and	20.9.1.	These Terms and Conditions and the transactions contemplated by them are governed by the law of Victoria, Australia.
15.8.3.	the Goods are returned within a reasonable time at the Customer's cost (if that cost is not significant); and	20.9.2.	We each irrevocably submit to the jurisdiction of the courts of Victoria, Australia and all courts called to hear appeals from the courts or tribunals of Victoria in respect of the Terms and Conditions or its subject matter.
15.8.4.	the Goods are returned in as close a condition to that in which they were delivered as is possible; and	20.10.	<i>Limit of Liability</i>
15.8.5.	the Goods that have not been custom made (including having been out to size) for the Customer.	20.10.1.	Neither party shall be liable for any default (excluding payment obligations) due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, pandemic, epidemic or other event beyond the reasonable control of either party. This may include but is not limited to, termination of a Proposal, Contract or Agreement.
15.8.6.	Notwithstanding anything in clause 15, but subject to the CCA, Classic shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:		
15.8.7.	the Customer failing to properly maintain or store any Goods;		
15.8.8.	the Customer using the Goods for any purpose other than that for which they were designed;		
15.8.9.	the Customer continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;		
15.8.10.	the Customer failing to follow any instructions or guidelines provided by Classic;		
15.8.11.	fair wear and tear, any accident, or act of God.		
15.9.	Classic may in its absolute discretion accept non-defective Goods for return in which case Classic may require the Customer to pay handling fees of up to thirty percent (30%) of the value of the returned Goods plus any freight costs.		
15.10.	Notwithstanding anything contained in this clause if Classic is required by a law to accept a return then Classic will only accept a return on the conditions imposed by that law.		
16.	Risk, Release and Indemnity		
16.1.	Risk of damage to or loss of the goods passes to the customer on delivery and the customer must insure the goods on or before delivery.		
16.2.	If any of the goods are damaged or destroyed following delivery but prior to ownership passing to the customer, Classic is entitled to receive all insurance proceeds payable for the goods. The production of these Terms and Conditions by Classic is sufficient evidence of Classic's rights to receive the insurance proceeds without the need for any person dealing with Classic to make further enquiries.		