

These terms and conditions of sale (Terms and Conditions) govern the sale of goods and services (Goods) by VIRTUE GLASS & CONSTRUCTION PTY LTD (ACN 664 156 996) (ABN 13 664 156 996) and any of its associated companies or businesses and any of their subsidiaries (all of which are referred to as VIRTUE GLASS & CONSTRUCTION). Together with any order for Goods accepted by VIRTUE GLASS & CONSTRUCTION, these Terms and Conditions comprise an agreement between VIRTUE GLASS & CONSTRUCTION and the person, firm or company placing the order (Customer) for the supply of those Goods.

By placing an order with Virtue Glass & Construction, the customer agrees to be bound by these Terms and Conditions.

1.0 Definitions and Interpretation

In these Terms and Conditions, unless the context otherwise requires:

- 'Australian Consumer Law' means Schedule 2 of the Competition and Consumer Act 2010 (Cth).
- 'Customer' means the person, firm, or company purchasing goods or services from Virtue Glass & Construction.
- 'Goods' means any goods, merchandise, or materials supplied by Virtue Glass & Construction.
- 'Services' means any services provided by Virtue Glass & Construction in connection with the supply or installation of Goods.
- 'Business Day' means any day other than a Saturday, Sunday, or public holiday in the location where the Goods are supplied.

2.0 Ordering and Quotations

2.1 All quotations provided by Virtue Glass & Construction are based on information available at the time and are provided on a site-unseen basis. All reasonable efforts are made to include necessary items to comply with available plans and specifications.

2.2 Anything not specifically included in the quotation is excluded.

2.3 Quotations are valid for 30 days after the date of the quotation unless specified otherwise.

2.4 Virtue Glass & Construction reserves the right to submit a revised quotation should any planning, design, or site variations arise. Estimated completion is subject to site availability, access, material availability, and supplier delivery.

2.5 Virtue Glass & Construction reserves the right to refuse acceptance of any project without penalty where manufacturing capacity cannot accommodate the work.

2.6 Acceptance of a quotation constitutes agreement to the total extent of the quoted work and not any portion thereof.

3.0 Site Conditions and Responsibilities

3.1 Virtue Glass & Construction is not responsible for the design of the structure or substrate. It is the builder's responsibility to ensure adequate structure for frames to be fixed and sealed to.

3.2 The builder must provide an adequate loading bay and ensure clear access to all glazing areas. Products or waste from other trades must be removed prior to commencement of glazing work.

3.3 All safety requirements including fixed scaffolding are to be supplied and serviced by the builder where applicable.

3.4 The builder must provide adequate and compliant power access and ensure suitable unloading and site movement access. At least one vehicle must be permitted onsite during work.

3.5 All work is priced for normal working hours (8:00am to 4:00pm, Monday to Friday). Work requested outside these hours will be treated as a variation unless otherwise noted.

4.0 Scope of Works, Site Preparation & Site Conditions

4.1 Scope of Works – Inclusions

Unless otherwise stated in the accepted quotation, the scope of works includes:

- All relevant windows and doors as shown on approved drawings.
- All associated subheads, subsills, and trims.
- Reasonable protection against surface scratching where applicable.
- Trade clean on completion, where stated in the initial quotation.

4.2 Scope of Works – Exclusions

Unless expressly stated in writing, the scope of works excludes:

- Fixed scaffolding, hoisting equipment, or lifting devices required for high-level glazing.
- Tanking, waterproofing membranes, or sealing systems to openings.

Terms & Conditions



- Removal, reinstallation, modification, or replacement of existing window furnishings.
- Removal, relocation, or protection of furniture and personal items beyond reasonable surface protection.

4.3 Site Preparation & Furniture

The Customer is responsible for ensuring the site and work areas are clear, accessible, and ready for works to commence, including the removal or relocation of furniture, fixtures, blinds, curtains, and personal items as required.

While Virtue Glass & Construction may use protective coverings such as drop sheets and take reasonable care during works, we accept no responsibility for damage, breakage, staining, scratching, or soiling to furniture, furnishings, blinds, curtains, or personal items.

4.4 Furniture Assistance & Reinstatement

Where required and agreed on a site-specific basis, Virtue Glass & Construction may assist with moving or repositioning furniture as a courtesy only (including where Customers are elderly or have limited mobility).

While reasonable efforts will be made to return furniture to its original position, this is not guaranteed. Virtue Glass & Construction will not return to site to adjust, reposition, or relocate furniture once works are complete.

4.5 Blinds, Curtains & Fitment

All blinds, curtains and associated fixings must be removed by the Client prior to commencement of works unless otherwise agreed in writing.

Virtue Glass & Construction accepts no responsibility for any damage, breakage, staining, tearing, missing components, or lost fixings relating to blinds, curtains, or associated hardware, whether removed by the Customer or present on site during works.

Virtue Glass & Construction is not responsible for reinstalling blinds or curtains, nor for ensuring they fit or function correctly after new doors, windows, or glazing have been installed.

Optional Reinstallation:

If the Customer requests Virtue Glass & Construction to reinstall blinds, curtains, or associated fixings, this can be arranged for an additional fee of **\$1,000 + GST**, subject to assessment and availability. No guarantee is provided that existing blinds or curtains will fit or function correctly once reinstalled.

4.6 Variations & Site-Specific Conditions

Any assistance, variations, exclusions, or additional services provided due to site conditions, Customer circumstances, or specific job requirements are discretionary and site-specific. Such services do not amend or override these Terms and Conditions unless expressly agreed in writing and reflected in the accepted quotation or a formal variation.

5.0 Payment Terms

5.1 Full payment must be made in accordance with the terms stated on the invoice unless otherwise agreed in writing.

5.2 Virtue Glass & Construction reserves the right to charge interest on overdue accounts at the Reserve Bank of Australia cash rate plus 10%, calculated daily until paid in full.

5.3 Customers with overdue accounts may be excluded from promotions, rebates, or discounts until accounts are up to date.

6.0 Refunds

6.1 As all doors and windows supplied by the Virtue Glass & Construction are custom-made to the client's specifications, orders cannot be cancelled or refunded due to a change of mind once a deposit has been paid. Payment of a deposit constitutes acceptance of the quote, authorisation for materials to be ordered, and scheduling of works.

6.2 In the event of cancellation by the client after a deposit has been paid, Virtue Glass & Construction reserves the right to retain all or part of the funds paid to cover any costs reasonably incurred, including but not limited to materials ordered, fabrication, administration, and labour performed up to the date of cancellation.

Refunds will not be provided for custom-made products where the client has changed their mind or no longer requires the goods or services, except where required under the Australian Consumer Law.

7.0 Delivery and Installation

7.1 Delivery timeframes are estimates only. Virtue Glass & Construction is not liable for delays caused by suppliers, transport, or circumstances beyond its control.

7.2 The customer must ensure access for delivery and installation. If site conditions prevent installation, re-delivery or return-to-site fees may apply.

7.3 Risk in goods passes to the customer upon delivery. Title remains with Virtue Glass & Construction until full payment is received.

8.0 Warranty and Liability

8.1 Goods and services supplied by Virtue Glass & Construction come with guarantees that cannot be excluded under the Australian Consumer Law.

8.2 Virtue Glass & Construction's liability for defective goods is limited, at its discretion, to repair or replacement of the goods.

Terms & Conditions



8.3 Virtue Glass & Construction will not be liable for damage caused by improper installation, misuse, or damage by other trades.

8.4 Our 6-Month Manufacturer's Warranty covers defects in materials and product manufacturing under normal use. Includes repair or replacement of faulty parts supplied by the manufacturer. It does not cover wear and tear, misuse, accidental damage, environmental corrosion, or unauthorised modifications.

8.5 We offer a 12-Month Installation Warranty which covers issues arising from our installation workmanship, including adjustments or corrections needed to ensure proper function. This does not cover damage from misuse, impact, weather events, building movement, lack of maintenance, or products not installed by us.

9. Force Majeure

Virtue Glass & Construction will not be liable for any failure or delay in performance arising from circumstances beyond its reasonable control, including industrial disputes, fire, flood, war, government restrictions, or material shortages.

10. Governing Law

These Terms and Conditions are governed by the laws of the State or Territory in which the goods or services are supplied. Both parties submit to the non-exclusive jurisdiction of the courts of that State or Territory.