

TERMS AND CONDITIONS OF CONTRACT

1. THE AGREEMENT

This Agreement is entered into between Adelaide Window Tinting (the "Company") and the Customer named on the Authority to Proceed. This document, alongside the signed Authority to Proceed, constitutes the entire agreement between the parties to the exclusion of all other communications, oral or written.

2. CONTRACT PRICE AND PAYMENT

2.1 The contract price shall be the amount set out in the written quotation, valid for a period of thirty (30) days from the date of issue.

2.2 A deposit of 50% is required upon acceptance of the Agreement to secure materials and installation dates.

2.3 The remaining balance must be paid in full via one single payment (EFT or Credit Card) immediately upon completion of the works.

2.4 Failure to remit the balance on the date of completion will result in the account being deemed "Overdue."

3. OVERDUE ACCOUNTS AND CANCELLATION

3.1 Overdue moneys shall accrue interest at a rate of 1.5% per month, calculated on monthly rests from the date the moneys were payable until the date repayment is received.

3.2 A monthly bookkeeping and administration fee of \$25.00 shall apply to all accounts with outstanding balances.

3.3 The Customer may cancel this order only with the express written consent of the Company. In such event, the Customer shall reimburse the Company for all expenses and overheads incurred in the preparation and execution of the order.

4. WARRANTIES AND LIABILITY

4.1 The Company warrants all materials and workmanship for the period specified on the Authority to Proceed.

4.2 Workmanship Guarantee: The Company provides a Lifetime Workmanship Guarantee for the duration of the Customer's occupancy.

4.3 Performance Limits: The Company's liability for product performance is strictly limited to the technical specifications provided by the manufacturer (e.g., 3M). Performance claims must be appraised against published manufacturer data sheets and not subjective internal measurements.

4.4 Exclusions: All warranties are void if: (a) total moneys due have not been paid; (b) materials are maintained otherwise than in accordance with Company recommendations; or (c) the Customer is in breach of any conditions herein.

4.5 Thermal Stress: No claims shall be made against the Company for thermal stress fractures caused by faulty glazing, pre-existing glass defects, or leaking frames.

5. EXECUTION AND SITE ACCESS

5.1 The Customer shall ensure unimpeded access to the site between 8:00 AM and 5:00 PM.

5.2 The Customer must ensure all moveable obstructions and pets are removed from the work site prior to commencement.

5.3 Pre-Existing Condition: The Company reserves the right to document the pre-existing condition of all glass and frames via digital photography prior to commencement. The Company shall not be liable for any defects or damage identified in these pre-work records.

5.4 Weather Contingency: For exterior installations, the Company reserves the right to reschedule works if environmental conditions (wind, rain, extreme heat) prevent an application meeting manufacturer standards.

6. PRODUCT APPRAISAL AND CURING

6.1 Curing Process: Curing typically takes 3 to 60 days. During this period, optical haze or moisture pockets may be observed; these are a normal part of the drying process and are not grounds for a claim of defective installation.

6.2 Appraisal Standard: The finished product shall be appraised from a distance of three (3) meters under normal lighting conditions, in accordance with international glass industry standards.

7. CARE AND MAINTENANCE

7.1 The Customer shall not clean or touch the film for at least thirty (30) days following installation.

7.2 Abrasive brushes, scrapers, or harsh chemicals are strictly prohibited.

7.3 Exterior Care: Exterior films must be flushed with low-pressure water to remove grit/salt before wiping. The use of high-pressure water cleaners directly on film edges is prohibited and may void the warranty.

AUSTRALIAN CONSUMER LAW NOTICE: *Nothing in this Agreement is intended to exclude, restrict, or modify any consumer guarantees under the Australian Consumer Law which cannot be excluded by law.*

ADELAIDE WINDOW TINTING
25 Years of Technical Industry Experience