

# TERMS & CONDITIONS



## INTERPRETATION

In these terms and conditions and in any contract to which these conditions apply, unless inconsistent with the context:

a) DLC Group refers to Daryl Cook Pty Ltd (ABN 81 203 803 716) and is comprised of the following group of Companies:

- Dial – A - Glass & Glazing (ABN 81 203 803 716)
- Complete Glass Supply (ABN 96 127 227 749)
- Glass Processing Australia (ABN 81 203 803 716)
- WA Special Projects (ABN 31 142 484 580)
- Pool Fences Perth (ABN 31 142 484 580)
- Nu-D Digital Glass Printing (ABN 81 203 803 716)

b) Purchaser refers to the person or company who buys or has agreed to buy the products from any of the DLC Group of Companies.

c) Products refers to any item whatsoever in nature which is sold or to be sold by any of the DLC Group of Companies.

## 1. QUOTATIONS & ORDERS

### 1.1 Quotations

Unless otherwise agreed in writing, quotations given are based on the Company's rates and costs as at the date of quotation of materials, transport, labour, and other costs. The price may be increased by the amount of any increase in the cost of any such item or any other factors affecting DLC Group's costs or supply, production, delivery and or installation of the products. The quotation price excluding any errors or omissions is valid for 30 days. The quotation may be honoured after 30 days upon agreement between DLC Group and the purchaser.

Any "estimate" quotes provided are an estimate only. A final quotation will be provided once all measurements and information has been finalised and confirmed with the client.

The diagrams provided in the quotations are an indication only of the finished product and may vary from the final installation.

### 1.2 Orders

#### Non-Account (Retail) Customers

To confirm acceptance of the quotation and to place an order a 50% deposit must be received by DLC Group before any manufacturing may commence or before the supply of any products to the purchaser. By paying a deposit the Purchaser acknowledges that the Terms and Conditions have been accepted.

When products are due for installation an installation scheduler will contact the purchaser to arrange an installation date. At this time the purchaser will be required to arrange final payment. Please be advised that an installation date cannot be confirmed/finalised until full payment has been made & funds received by DLC Group. We accept payment by cash, cheque, credit card or direct bank transfer.

#### Account Customers

An official order must be received by DLC Group in writing before any manufacturing may commence or before the supply of any products to the purchaser. If a deposit is required, then no work shall commence, or products supplied until payment of the deposit has been received.

## 2. WARRANTY

### 2.1 General

All warranties are void if payment terms are not adhered to by the purchaser.

Products are warranted for the duration specified by DLC Group. The

warranty shall cover the purchaser for repair to the original item or, where repair is deemed by DLC Group to be impractical, replacement of the original item.

All warranties are void if the warranted product is used in any manner other than for which it was originally designed, has been subject to misuse, accident, failure to be properly maintained or the product has been modified or repaired without prior authorisation being obtained from DLC Group, in writing.

This warranty only provides for the free of charge replacement of products and accepts no liability for personal injury, loss, claims, property damage, labour, materials or other costs however caused or arising and where direct or indirect.

### 2.2 Splashbacks

Painted glass splashbacks have a 5-year warranty from the date of manufacture and covers paint fade, peeling, cracking, or bubbling of the painted finish. Any defects are subject to the visual defect's inspection clause.

### 2.3 Shower Screens, Mirrors and Robes

#### Non-Account (Retail) Customers

A 3-year warranty is provided on moving parts and 12-month warranty on installation.

#### Account Customers

A 3-year warranty is provided on moving parts and 12-month warranty on installation.

## 3. CANCELLATION

The purchaser may not cancel an order without the consent of DLC Group which, if agreed to, shall be deemed to be on the express condition that the purchaser shall indemnify DLC Group against all loss arising out of such cancellation.

## 4. LEAD TIMES

Any time or date of installation or delivery provided by DLC Group is made in good faith and intended as an estimate. DLC Group shall be held in no way responsible for any consequences arising from any variation in the quoted lead or installation times.

## 5. GLASS PAINTED SPLASHBACKS

### 5.1 Conditions

Colour selection must be advised by the purchaser prior to manufacture. For non-standard colours, a sample must be provided by the purchaser for colour matching purposes. Two identical samples will be created, free of charge. The purchaser will be advised when their sample is ready for collection. Acceptance of colour supplied or chosen must be confirmed in writing. Only the first sample is free, for every sample thereafter a fee of \$40.00 is applicable. As each colour is mixed by hand every endeavour will be made to match the sample as accurately as possible.

All power point cut-outs are assumed to be standard. If non-standard types are used please advise DLC Group immediately prior to production commencing.

It is the purchaser's responsibility to remove and re-install GPO's, plumbing fixtures, range hoods and any other fittings during the course and completion of works or as required.

In some instances, joins in glass are unavoidable and DLC Group will install as per sizes specified. Any specific request should be advised at final measure.

Surface Preparation: All surface preparations should be flat and the surface level (white set) and is the responsibility of the purchaser.

Internal corners can only be cut with an approximate 6mm radius.

Glass splashbacks require approximately 15 working days to manufacture. Due to the nature of the product some pieces may need to be reproduced and the manufacture lead time may exceed this.

## 5.2 Visual Defects

The glass splashback is to be viewed in standard lighting against an opaque background in a vertical position by a stationary observer positioned no less than 3 metres from the surface. Standard lighting is deemed to be shaded 100-watt incandescent light located behind the observer at a minimum height of 2400mm.

Scratches, scars, rubs and brush marks are acceptable provided they are not readily visible when viewed from a distance of no less than 3 metres.

Scattered pinholes and opaque particles in the coating shall be acceptable provided they are not visible when viewed from the above stated stationary distance.

Pinholes etc. may be touched up with similar coloured paint. Such touch up must not be visible when viewed from the above stated distance.

Mirastar is a highly chromium glass developed for decorative mirror-like reflection purposes; it is not intended to have the same reflective qualities as mirror. The special characteristics of Mirastar allow the product to be toughened to Grade 'A' Safety Standards where standard mirror cannot. Due to the toughening process some distortion in the glass by way of roller wave is slightly accentuated due to the mirror like qualities. Maximum size of Mirastar Splashback is 1600mm high x 3200mm wide. Please refer to our Miralike Surface Distortion Disclaimer.

## 6. FORCE MAJEURE

DLC Group shall under no circumstances be liable to the purchaser for any loss of use, loss of profit, or any loss suffered by the purchaser as a result of any delay or suspension or cancellation of delivery of the products for any reason whatsoever.

## 7. TITLE

Ownership of the products shall pass to the purchaser only upon DLC Group receiving full payment.

## 8. SITE INSTALLATION

It is the purchaser's responsibility for meeting the electrical and/or plumbing requirements. Unless clearly marked out on walls, floors and/or ceilings, DLC Group will not accept responsibility for drilling into any services i.e., water pipes, gas pipes or electrical wires, etc.

The lead time of approximately 10 working days for installation is an estimate only. Contact will be made with the purchaser prior to installation confirming the installation date.

### 8.1 Splashbacks

Glass to glass silicone butt joints tolerance + or - 2mm (maximum permissible joint width 4mm).

## 8.2 Shower Screens, Mirrors & Robes

Where floor or wall levels are significantly out, an extra overcharge may apply. Generally, out of square/level by + or - 3mm is acceptable without affecting performance or modification. Bows in walls, hobs and nibs and floors will affect the performance and aesthetics of the product and are not the responsibility of DLC Group.

There must be sufficient tiling to affix wall channels. Any cutting/grinding of feature tiles shall be on an "All Care - No responsibility" bases and a charge will apply.

## 9. CLEANING

It is a requirement of DLC Group's installers to conduct a "Trade Clean" prior to leaving site. This includes the removal of adhesive labels, writing and tape residue from the product. The mirrors and frames are to be wiped down to remove dust and excess silicone is to be cleaned off.

Post installation cleaning should never involve harsh chemicals, acids, or scourers as this will scratch and corrode various components.

To avoid black edges in mirrors commonly known as "Edge Creep" when cleaning, use a few drops of methylated spirits on a damp cloth then wipe with a dry, lint free cloth. Many glass cleaning products contain chemicals that will harm mirrors.

Please refer to the "Product Care" guidelines as detailed on our website.

## 10. ACCESS

The purchaser shall be responsible for free access and site safety including scaffolding and/or hoists that may be required for all measuring and installation.

## 11. AUSTRALIAN STANDARDS

All glass products are supplied and installed in accordance with the requirements of Australian Standards AS1288-2006 and or AS2208.

## 12. PAYMENT

Non-Account (Retail) Customers

A 50% deposit is required. Manufacture of products will not commence until the full deposit has been received. When products are due for installation an installation scheduler will contact the purchaser to arrange an installation date. At this time, the purchaser will be required to arrange final payment. Please be advised that an installation date cannot be confirmed/finalised until full payment has been made & funds received by DLC Group. We accept payment by cash, cheque, credit card or direct bank transfer.

Account Customers

Payment to be executed as per the Terms Agreed.



To find out more about our products or for an obligation-free quote, contact us today on 08 9408 3000

### HEAD OFFICE/SHOWROOM

56 Triumph Avenue,  
Wangara, WA 6065.

### HOME BASE SHOWROOM

Stand #303, Home Base,  
55 Salvado Rd, Subiaco, WA 6008.

