

OZ IRON ENGINEERING FULL TERMS & CONDITIONS

These Terms & Conditions apply to all quotations, design work, fabrication, supply, delivery, installation, repair, and associated services provided by OZ Iron Engineering (“OZ Iron”, “we”, “our”, or “us”). By accepting a quotation, paying a deposit, approving drawings, or instructing OZ Iron Engineering to proceed, the Client (“Client”, “you”, or “your”) agrees to these Terms & Conditions.

1. Scope of Works

1.1 All works shall be carried out in accordance with accepted quotations, approved drawings, written variations, and applicable Australian Standards. 1.2 Any item not specifically included within a quotation shall be deemed excluded. 1.3 OZ Iron Engineering reserves the right to engage subcontractors, specialist fabricators, installers, galvanisers, powder coaters, engineers, transport providers, and consultants where required. 1.4 Minor modifications to fabrication methods, fixing methods, or installation sequencing may occur where required for structural integrity, practicality, or workmanship standards.

2. Quotations

2.1 Quotations are valid for fourteen (14) days unless otherwise stated. 2.2 Pricing is based on current supplier, labour, coating, transport, and material costs at the time of quotation. 2.3 OZ Iron Engineering reserves the right to revise pricing where material costs increase, scope changes occur, or site conditions differ from those disclosed. 2.4 Estimated lead times are indicative only and are not guaranteed.

3. Deposits & Payments

3.1 Deposits are required prior to commencement of works. 3.2 Progress payments may apply for larger projects. 3.3 Final payment is due prior to delivery or immediately upon completion of installation unless otherwise agreed in writing. 3.4 Late payments may incur interest, legal fees, debt recovery costs, and administrative charges. 3.5 Ownership of goods remains with OZ Iron Engineering until full payment has been received.

4. Variations

4.1 Any change to scope, materials, dimensions, finishes, access, engineering, or installation requirements constitutes a variation. 4.2 Variations may result in additional charges and revised lead times. 4.3 Verbal instructions may be treated as authorised variations where works proceed based on client direction.

5. Design, Drawings & Engineering

5.1 All drawings, concepts, renders, fabrication details, and shop drawings remain the intellectual property of OZ Iron Engineering. 5.2 Clients are responsible for reviewing and approving all drawings prior to manufacture. 5.3 Approval of drawings constitutes acceptance of dimensions, layout, finishes, fixing methods, automation positioning, and overall design intent. 5.4 OZ Iron Engineering is not responsible for errors identified after approved drawings proceed to fabrication. 5.5 Engineering certification is excluded unless specifically stated.

6. Custom Fabrication Acknowledgement

6.1 All supplied products are custom fabricated architectural metalwork products and are not mass-produced items. 6.2 Minor dimensional tolerances, weld appearance variation, texture variation, and slight alignment differences are considered normal industry tolerances and shall not constitute defects. 6.3 Custom metal fabrication may display slight visual differences between sections, panels, or components.

7. Architectural & Visual Expectations

7.1 Colours, textures, and finishes may appear differently depending on lighting, surrounding materials, viewing angles, and environmental conditions. 7.2 Website images, renders, and inspiration photos are indicative only. 7.3 Exact replication of previous projects cannot be guaranteed. 7.4 Artistic interpretation and fabrication methodology remain at the discretion of OZ Iron Engineering unless otherwise documented in writing.

8. Site Measurements & Conditions

8.1 Final fabrication dimensions may rely on measurements provided by builders, architects, clients, or third-party consultants. 8.2 OZ Iron Engineering accepts no responsibility for inaccurate dimensions supplied by others. 8.3 Additional charges may apply where site conditions change after measurement or where rework is required.

9. Site Access & Client Responsibilities

9.1 Clients must provide safe and unobstructed access to the site. 9.2 Additional charges may apply where access is restricted, site conditions differ from those disclosed, or works are delayed by builders or other trades. 9.3 Installation dates may be postponed due to unsafe site conditions.

10. Delivery & Installation

10.1 Delivery and installation dates are estimates only. 10.2 OZ Iron Engineering is not liable for delays caused by weather, suppliers, transport issues, builder delays, industrial action, or events beyond reasonable control. 10.3 Minor installation tolerances and coating variations consistent with industry standards shall not constitute defects.

11. Powder Coating & Galvanising

11.1 Galvanising and powder coating are industrial coating systems and may contain minor texture variation, zinc runs, touch-up areas, or batch colour differences. 11.2 Environmental conditions including coastal exposure, industrial fallout, salt, chemicals, and fertilisers may affect coating longevity. 11.3 Clients are responsible for ongoing maintenance and cleaning of all coated products.

12. Timber, Glass & Third-Party Components

12.1 Timber, glass, stone, lighting, automation systems, locks, and other third-party components are subject to manufacturer tolerances and warranties. 12.2 OZ Iron Engineering accepts no liability for supplier defects, discontinued products, or manufacturer delays.

13. Gates & Automation

13.1 Automated systems require ongoing servicing and maintenance. 13.2 OZ Iron Engineering is not responsible for electrical supply issues, internet failures, power fluctuations, misuse, or third-party automation faults. 13.3 Safety devices must not be tampered with or disabled.

14. Product Maintenance

14.1 Clients are responsible for ongoing maintenance including cleaning, lubrication, inspection, and repair of damaged coatings. 14.2 Failure to maintain products may void warranty obligations. 14.3 Coastal, industrial, or high-moisture

environments require increased maintenance frequency.

15. Rust & Corrosion Disclaimer

15.1 Steel products may develop corrosion where coatings are damaged, maintenance is neglected, or environmental exposure is excessive. 15.2 Surface rust and environmental staining do not necessarily indicate structural failure and may be excluded from warranty. 15.3 Tea staining and oxidisation caused by environmental exposure are excluded from warranty unless specifically covered in writing.

16. Builder & Trade Coordination

16.1 OZ Iron Engineering is not responsible for delays caused by builders, incomplete site works, or interference from other trades. 16.2 Additional attendance, labour, travel, or return visits caused by project delays may incur additional charges.

17. Storage & Delayed Installation

17.1 Where installation is delayed outside OZ Iron Engineering's control, storage fees may apply. 17.2 Completed works may be invoiced prior to installation where fabrication has been completed but installation is delayed. 17.3 Risk in goods transfers to the Client upon delivery, collection, or notification of completion.

18. Weather & Environmental Conditions

18.1 Installation and coating works are subject to weather conditions. 18.2 OZ Iron Engineering reserves the right to postpone works during unsafe environmental conditions including rain, wind, or extreme temperatures.

19. Structural Movement

19.1 OZ Iron Engineering accepts no responsibility for issues arising from structural movement, ground movement, retaining wall movement, settlement, or concrete cracking. 19.2 Gates, fences, and architectural steelwork may require future adjustment due to environmental or structural movement.

20. Compliance & Approvals

20.1 Unless specifically stated, building permits, engineering certification, planning approvals, and council approvals are excluded. 20.2 Clients are responsible for obtaining all required approvals unless otherwise agreed in writing.

21. Warranty

21.1 Workmanship is warranted for twelve (12) months from completion unless otherwise stated. 21.2 Warranty excludes fair wear and tear, environmental corrosion, misuse, impact damage, vandalism, structural movement, and lack of maintenance. 21.3 Warranty claims must be submitted in writing with photographs. 21.4 OZ Iron Engineering reserves the right to repair, replace, or rectify at its discretion.

22. Photography & Marketing Rights

22.1 OZ Iron Engineering reserves the right to photograph and video completed projects for commercial use. 22.2 Marketing use may include websites, social media, advertising, capability statements, award submissions, and

promotional material.

23. Defect Inspection Procedure

23.1 Any alleged defect must be reported within seven (7) days of discovery. 23.2 The Client must provide OZ Iron Engineering reasonable opportunity to inspect and rectify alleged defects. 23.3 Third-party rectification works undertaken without written approval void warranty obligations relating to those works.

24. Cancellation

24.1 Deposits are non-refundable once drawings commence, materials are ordered, or fabrication begins. 24.2 Cancellation after commencement may incur labour, material, supplier, administrative, and production allocation costs.

25. Non-Payment & Recovery Costs

25.1 The Client shall indemnify OZ Iron Engineering for debt recovery costs, legal fees, collection agency fees, and administrative costs associated with unpaid accounts. 25.2 OZ Iron Engineering reserves the right to register security interests where applicable under Australian law.

26. Limitation of Liability

26.1 To the maximum extent permitted by law, OZ Iron Engineering shall not be liable for indirect, consequential, or financial losses arising from delays, defects, supplier issues, environmental exposure, or project downtime. 26.2 Liability is strictly limited to the value of supplied works.

27. Privacy

27.1 Client information shall be used only for business operations, quotations, invoicing, project delivery, and associated administration. 27.2 OZ Iron Engineering may engage third-party providers for project administration and delivery.

28. Limitation on Verbal Representations

28.1 No verbal representation, promise, or statement shall form part of the agreement unless confirmed in writing. 28.2 Marketing material, discussions, and preliminary concepts are indicative only unless expressly incorporated into the quotation.

29. Entire Agreement

29.1 These Terms & Conditions, together with quotations, approved drawings, and written variations, constitute the entire agreement between the parties. 29.2 No other agreement, representation, or understanding shall apply unless documented in writing.

30. Governing Law

30.1 These Terms & Conditions are governed by the laws of Victoria, Australia. 30.2 Acceptance of any quotation, deposit payment, or instruction to proceed constitutes acceptance of these Terms & Conditions.
