The Customer shall unconditionally ratify and accept any or all of the conditions in the write-up of the works, including delivery of the works (time of essence) if Air Roofing fails to deliver the works. The Customer shall, at Air Roofing's discretion, either repair the works or reorder the works (without a deficiency or delay) at Air Roofing's sole discretion. The Customer shall not be entitled to bring any claims against Air Roofing that arise from or in connection with any repair or rework of the works, and the Customer shall have no right to delay the performance of any other obligations under these terms and conditions.

10. Warranty

Subject to the conditions of warranty set out in clause 10.2, Air Roofing warrants that if it installs any workmanship of Air Roofing becomes defective within the warranty period, Air Roofing will, at its option, (a) remedy the workmanship defect or (b) remove and re-install the workmanship.

10.1 Warranty Period

The warranty period shall commence on the date the work was completed and shall expire four (4) years from that date, unless otherwise stated in writing by Air Roofing.

10.2 Conditions Applicable to the Warranty

(a) Air Roofing shall not be liable for any defects caused by, or arising from, the acts or omissions of the Customer or any person acting or failing to act on behalf of the Customer, or (b) Air Roofing shall have no liability for any workmanship defect or damage which may be partly or solely caused by or through the Customer.

10.3 Limitation of Liability

In no event shall the Customer be entitled to claim any compensation in respect of any defects or damage, howsoever caused, arising from the workmanship or condition of the materials or otherwise, and the Customer shall indemnify and hold harmless Air Roofing from any claim or damages arising from such defects or damage.

10.4 Disposal of Materials

All materials returned to Air Roofing at Air Roofing’s sole discretion will be disposed of in the manner that Air Roofing determines to be appropriate, without any responsibility for or payment to the Customer.

11. Defeasance of Warranties

If the Customer defaults in payment of any invoice when due, the Customer shall irrecoverably assign to Air Roofing all its rights in and to any premises as the invitee of the Customer.

11.1 Right to Enter Premises

Air Roofing shall have the right to enter the Customer’s premises at any time to verify the Customer’s obligations and to take any steps to enforce the Customer’s obligations under this agreement, and the Customer hereby consents to the exercise of such right.

11.2 Waiver of Rights

Any waiver by Air Roofing of any breach of this agreement by the Customer shall not constitute a waiver of any other breach of this agreement or this or any other breach of this agreement by the Customer in the future.

11.3 Security Interests

The Customer’s failure to guarantee the timely payment of any account due and payable shall be a default under this agreement.

11.4 Penalties for late Payment

If any account remains overdue after thirty (30) days then an amount of the greater of twenty dollars ($20.00) or one percent (1%) of the amount overdue (up to a maximum of two hundred dollars ($200.00)) shall be imposed for administrative work which shall become due and payable immediately and in all events.

11.5 Non-payment of Security Interests

If the Customer defaults in payment of any invoice when due, the Customer shall be jointly and severally liable for all payments of the works outstanding in respect of that invoice.

12. Security and Charge

12.1 Security Interests

If the Customer is in default of any payment under this agreement, then Air Roofing may enter into this agreement, the Customer shall be jointly and severally liable for all payments of the works outstanding in respect of that invoice.

12.2 Penalties for late Payment

If any account remains overdue after thirty (30) days then an amount of the greater of twenty dollars ($20.00) or one percent (1%) of the amount overdue (up to a maximum of two hundred dollars ($200.00)) shall be imposed for administrative work which shall become due and payable immediately and in all events.

13. Cancellation

13.1 Cancellation Right

Air Roofing may cancel any contract to which these terms and conditions apply or cancel delivery of any works at any time before the works are delivered to the Customer.

13.2 Change of Terms

Any change to these terms and conditions must be in writing and signed by Air Roofing and the Customer.

13.3 Price and Payment

If any account remains overdue after thirty (30) days then an amount of the greater of twenty dollars ($20.00) or one percent (1%) of the amount overdue (up to a maximum of two hundred dollars ($200.00)) shall be imposed for administrative work which shall become due and payable immediately and in all events.

14. Privacy Policy

Air Roofing reserves the Customer’s personal information in accordance with the Customer’s privacy policy.

14.1 Personal Information

Air Roofing shall keep all records of personal information in accordance with the Customer’s privacy policy.

14.2 Security

Air Roofing shall take reasonable steps to protect the Customer’s personal information from unauthorised access, use, modification or disclosure.

14.3 Use

Air Roofing shall use the Customer’s personal information in accordance with the Customer’s privacy policy.

14.4 Disclosure

Air Roofing shall disclose the Customer’s personal information where required by law or as permitted by the Customer.

14.5 Access and Correction

The Customer shall have the right to access and correct their personal information in accordance with the Customer’s privacy policy.

14.6 Security

Air Roofing shall take reasonable steps to protect the Customer’s personal information from unauthorised access, use, modification or disclosure.

14.7 Use

Air Roofing shall use the Customer’s personal information in accordance with the Customer’s privacy policy.

14.8 Disclosure

Air Roofing shall disclose the Customer’s personal information where required by law or as permitted by the Customer.

15. Waiver of Conditions

Any waiver by Air Roofing of any breach of this agreement by the Customer shall not constitute a waiver of any other breach of this agreement or this or any other breach of this agreement by the Customer in the future.

16. General

16.1 Breach of Contract

If any of these terms and conditions shall be found to be invalid, unenforceable or illegal, such invalidity, unenforceability or illegality shall not affect any other terms and conditions.

16.2 Severability

If any part of these terms and conditions is found to be invalid, unenforceable or illegal, the invalidity, unenforceability or illegality of such part shall not affect any other part of these terms and conditions.

16.3 Waiver

The failure of Air Roofing to enforce any of its rights under these terms and conditions shall not be construed as a waiver of those rights.

16.4 Notice

Any notice required to be given under these terms and conditions shall be in writing and shall be deemed to have been given if served by personal delivery, courier or registered mail.

16.5 Interpretation

In these terms and conditions, unless the context otherwise requires, (a) a reference to writing includes any form of electronic communication, (b) a reference to a person includes a reference to a corporation or firm, (c) a reference to a day includes any day from which a day is to be excluded, (d) a reference to a period of time includes any shorter period of such time, (e) a reference to a document includes a reference to a copy of the document, and (f) a reference to a person includes a reference to a corporation or firm.

16.6 Authority

Air Roofing shall have the right to enter into this agreement on behalf of the Customer.

16.7 Waiver

Any waiver by Air Roofing of any breach of this agreement by the Customer shall not constitute a waiver of any other breach of this agreement or this or any other breach of this agreement by the Customer in the future.

16.8 Security

Air Roofing shall take reasonable steps to protect the Customer’s personal information from unauthorised access, use, modification or disclosure.

16.9 Use

Air Roofing shall use the Customer’s personal information in accordance with the Customer’s privacy policy.

16.10 Disclosure

Air Roofing shall disclose the Customer’s personal information where required by law or as permitted by the Customer.

16.11 Access and Correction

The Customer shall have the right to access and correct their personal information in accordance with the Customer’s privacy policy.

16.12 Security

Air Roofing shall take reasonable steps to protect the Customer’s personal information from unauthorised access, use, modification or disclosure.

16.13 Use

Air Roofing shall use the Customer’s personal information in accordance with the Customer’s privacy policy.

16.14 Disclosure

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16.15 Access and Correction

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16.16 Security

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16.17 Use

Air Roofing shall use the Customer’s personal information in accordance with the Customer’s privacy policy.

16.18 Disclosure

Air Roofing shall disclose the Customer’s personal information where required by law or as permitted by the Customer.

16.19 Access and Correction

The Customer shall have the right to access and correct their personal information in accordance with the Customer’s privacy policy.

16.20 Security

Air Roofing shall take reasonable steps to protect the Customer’s personal information from unauthorised access, use, modification or disclosure.

16.21 Use

Air Roofing shall use the Customer’s personal information in accordance with the Customer’s privacy policy.

16.22 Disclosure

Air Roofing shall disclose the Customer’s personal information where required by law or as permitted by the Customer.

16.23 Access and Correction

The Customer shall have the right to access and correct their personal information in accordance with the Customer’s privacy policy.

16.24 Security

Air Roofing shall take reasonable steps to protect the Customer’s personal information from unauthorised access, use, modification or disclosure.

16.25 Use

Air Roofing shall use the Customer’s personal information in accordance with the Customer’s privacy policy.

16.26 Disclosure

Air Roofing shall disclose the Customer’s personal information where required by law or as permitted by the Customer.

16.27 Access and Correction

The Customer shall have the right to access and correct their personal information in accordance with the Customer’s privacy policy.