

Terms and Conditions of Trade

1 General Terms

1.1 Introduction and Parties

These Terms and Conditions of Trade (hereinafter referred to as the "Terms") constitute a legally binding contract between Abante Built ("Provider"), a company that offers a diverse range of services and products, and its customers, herein referred to as the "Client". These Terms outline the rights and responsibilities of both parties in their business engagements.

1.2 Acceptance and Agreement

By engaging with Abante Built, whether it is for the purpose of purchasing products, ordering services, or any other form of interaction that can be construed as a commercial transaction, the Client unequivocally signifies their automatic acceptance of these Terms. This acceptance is deemed to occur upon the Client's initial engagement with the Provider, which may include actions such as placing an order, signing a service agreement, verbally agreeing to a transaction, or any other activity that implies a business transaction.

1.3 Scope and Application

These Terms are comprehensive and apply to all forms of engagement and interaction between the Provider and the Client. This encompasses, but is not limited to, the provision of services, supply of products, completion of transactions, consultation, support, and any other business activities conducted between Abante Built and the Client. The Terms cover all methods of engagement, including in-person transactions, online commerce, telephonic dealings, written and verbal communications.

1.3.1 Services Rendered

Any services provided by the Provider to the Client will be governed by these Terms. This includes services that are bespoke or customised to the Client's specifications, standard services offered to all clients, and any other form of service-based engagement.

1.3.2 Products Supplied

The supply of products, whether these are off-the-shelf items, custom-made products, or any goods provided as part of a service package, falls under the remit of these Terms.

1.3.3 Transactions

All transactions, irrespective of their nature, scope, or size, between the Provider and the Client are subject to these Terms. This includes single transactions, recurring purchases, long-term service contracts, and any other form of financial engagement.

2. Payment Terms

2.1 Invoice Issuance and Payment Due Date

2.1.1 Invoice Details

Invoices issued by Abante Built will detail the services rendered or products provided along with their corresponding charges.

2.1.2 Due Date Specification

Each invoice will explicitly specify the date by which payment must be made (Payment Due Date).

2.1.3 Alternative Arrangements

If a client is unable to meet the payment deadline, they must contact Abante Built prior to the due date to discuss potential alternative payment arrangements. Any such arrangements must be formally documented and agreed upon in writing by both Abante Built and the client.

2.2 Accepted Payment Methods

2.2.1 Standard Methods: Payments can be made through bank transfer or credit card transactions.

2.2.2 Alternative Payment Methods: Should the client wish to use a different payment method, they must propose this to Abante Built. Acceptance of alternative payment methods is at the discretion of Abante Built and must be mutually agreed upon and documented in writing.

2.2.3 Security and Confidentiality: All payment methods and transactions must adhere to standard security protocols to ensure the safety and confidentiality of the client's financial information.

2.3 Invoice Queries and Disputes

2.3.1 Query Submission: Clients are encouraged to thoroughly review their invoices. Should they find any discrepancies or have any queries, these must be communicated to Abante Built in writing before the due date.

2.3.2 Dispute Window: Any disputes or queries related to an invoice must be submitted before the invoice due date. This timeframe allows for timely resolution and necessary adjustments if required.

2.3.3 Resolution Process: Upon receipt of a query or dispute, Abante Built will investigate the matter and provide a response or adjustment as deemed appropriate. The goal is to resolve any issues promptly and amicably.

3.Late Payment

3.1 Late Fee

If payment is not received by the specified due date, an initial late fee will be imposed. This fee will be either \$30.00 or 9% of the total overdue amount, whichever is greater, to compensate for the delay in payment.

3.2 Fee Calculation

The method for calculating late fees is based on the outstanding balance that remains unpaid. On the first day after the due date, the late fee will be assessed, calculated either as \$30.00 or 9% of the overdue amount, in accordance with section 3.1. Subsequently, this fee will be recalculated and applied every seven (7) calendar days thereafter, based on the outstanding amount at the time of each calculation, until the day the full payment is received.

3.3 Payment delays

Consistent delays or failure to make payment can result in more serious consequences beyond the imposition of late fees. If such patterns of late or non-payment are observed, we reserve the right to suspend any ongoing services being provided to the debtor. This suspension will remain in effect until satisfactory payment arrangements are made. Furthermore, continued non-payment may necessitate legal action to recover the owed amounts. In such cases, the debtor will also be liable for any legal costs incurred as a result of this action.

4. Quotations and Estimates

4.1 Validity

Quotations and estimates provided by Abante Built are valid for a period of 30 days from the date of issue. This timeframe is established to accommodate potential changes in market conditions, material costs, and availability of resources. After 30 days, the Client may request a new quotation or estimate, which will reflect any changes in these factors.

4.2 Variations

Any variations to the original scope of work or additional requests by the Client, after the acceptance of the initial quotation or estimate, may result in revised charges. These variations can include, but are not limited to, changes in design specifications, materials, project size, or unanticipated complexities discovered during the execution of the work.

4.3 Revisions

Any revisions to charges arising from such variations will be communicated to the Client in writing. The revised document will provide a detailed breakdown of the additional costs and, if necessary, an updated timeline for delivery of service or completion of the project.

4.4 Acknowledgement

The Client must acknowledge and approve these revised charges in writing before any changes to the scope of work are implemented. This approval process ensures that both Abante Built and the Client have a mutual understanding of the revised terms, costs, and expectations.

4.5 Failure to agree

4.5.1 Continuation of Work Under Original Terms

If the Client does not agree to the revised charges or terms proposed by Abante Built due to changes in the project's scope, Abante Built has the right to proceed with the work as originally agreed upon. This means that the work will continue according to the scope, charges, and terms outlined in the initial quotation and agreement, disregarding any subsequent proposed revisions.

4.5.2 Termination of Agreement

Alternatively, Abante Built has the right to terminate the agreement if the Client rejects the revised charges or terms. Termination of the agreement means that Abante Built will cease all work on the project.

4.5.3 Client's Financial Responsibility Upon Termination

In the scenario where the agreement is terminated, the Client may be held responsible for costs incurred by Abante Built up to the point of termination. This could include expenses for materials already purchased, work already performed, and other related costs that Abante Built has undertaken in good faith based on the initial agreement. The Client would be required to pay for these incurred costs despite the project not being completed.

4.6 Commitment to Accurate Quotations and Flexibility for Unforeseen Circumstances

4.6.1 Abante Built's Dedication to Accuracy

Abante Built is dedicated to providing the Client with accurate and comprehensive quotations and estimates. This commitment involves a thorough analysis of all relevant factors known at the time the quotation is made. These factors include, but are not limited to, costs of materials, labour, equipment, sub-contractor fees, transportation, and any applicable taxes or fees. Additionally, Abante Built will consider project timelines, potential logistical challenges, and any other project-specific requirements or constraints.

4.6.2 Comprehensive Assessment Process

To achieve this, Abante Built will employ a detailed assessment process, engaging with skilled professionals and utilising the latest information and technology available. This process aims to ensure that all aspects of the project are carefully evaluated, providing a solid foundation for the quotation or estimate.

4.6.3 Potential for Variability and Unforeseen Events

While Abante Built strives for accuracy, it is important for the Client to understand that certain aspects of project management are subject to variability and unforeseen events. Such circumstances can arise unexpectedly and may be beyond the control of both Abante Built and the Client.

4.6.4 Examples of Unforeseen Circumstances

These unforeseen circumstances can include, but are not limited to, sudden changes in market prices for materials, unexpected complexities discovered during the project execution, changes in government regulations or permits, natural disasters, labour strikes, supply chain disruptions, or unanticipated technical challenges.

4.6.5 Impact on Project Costs and Duration

Any such unforeseen circumstances may impact the final cost and/or duration of the project. An increase in material costs, for instance, could result in a higher overall project cost, while a delay in obtaining a necessary permit could extend the project timeline.

4.6.6 Communication of Changes

In the event that unforeseen circumstances arise, Abante Built commits to promptly communicate these changes to the Client. This communication will include a detailed explanation of the circumstance, its impact on the project, and proposed solutions or adjustments.

4.6.7 Collaborative Approach to Resolving Issues

Abante Built encourages an open and collaborative approach with the Client in addressing these changes. The goal is to find solutions that are fair and feasible for both parties, aiming to minimise disruptions while adhering to the project's quality standards.

4.6.8 Reassessment and Adjustment of Quotations

If necessary, Abante Built will reassess and adjust the project's quotation or estimate in consultation with the Client. This reassessment will be based on the new circumstances and will be communicated clearly to ensure transparency and mutual understanding.

5 Delivery and Completion

5.1 Project Timelines and Delivery Dates

5.1.1 Commitment

Abante Built commits to making every reasonable effort to adhere to project timelines and delivery dates as agreed upon with the Client.

5.1.2 Notification

Despite these efforts, Abante Built acknowledges that unforeseen circumstances may arise that could cause delays. In such cases, Abante Built will promptly notify the Client of any anticipated delays and provide updated timelines.

5.1.3 Liability

Abante Built shall not be held liable for any delay or failure to deliver services or products due to factors outside its reasonable control. This includes but is not limited to: natural disasters, government actions or restrictions, material shortages, labour disputes, transportation difficulties, or other similar unforeseen events (“Force Majeure” events).

5.1.4 Force Majeure

In the event of a delay caused by Force Majeure, the deadline for delivery or completion will be extended accordingly. Abante Built will work in good faith to minimise the impact of such delays on the Client.

5.2 Client Responsibilities

5.2.1 Approvals and Access

The Client is responsible for providing all necessary approvals, access, and information in a timely manner to facilitate the efficient and timely completion of services or delivery of products.

5.2.2 Failure to provide Approvals and Access

Failure by the Client to provide these elements in a timely manner may result in delays, for which Abante Built shall not be held responsible.

5.2.3 Notification of changes

The Client must promptly inform Abante Built of any changes in requirements, access, or any other relevant factor that might affect the project timeline or delivery.

5.2.4 Revised Timeline and Cost

If such changes result in additional work or delays, a revised timeline and potentially revised quote for the project will be provided by Abante Built for approval by the Client.

5.2.5 Communication

Regular communication between Abante Built and the Client will be maintained to ensure that both parties are informed of progress and any issues that may arise.

6 Warranty

6.1 Warranty Coverage

Abante Built guarantees a comprehensive 12-month warranty, commencing from the date the service was completed or the product was delivered. This warranty specifically covers any defects in materials and workmanship related to the services and products provided by Abante Built. In the case of a defect, Abante Built will, at its discretion, repair or replace the defective product or service without any additional charge to the Client.

6.2 Warranty Exclusions

The warranty provided by Abante Built does not cover several conditions, including:

6.2.1 Third-Party Materials and Products

Any defects or issues arising from materials or products that are supplied by third parties and not by Abante Built.

6.2.3 Improper Use

Damages or defects that occur as a result of misuse or use in a manner contrary to that intended or recommended by Abante Built.

6.2.4 Neglect

Issues that arise from neglecting the proper care and maintenance of the products or services.

6.2.5 Normal Wear and Tear

This warranty does not extend to problems that arise due to normal aging and usage of the product or service.

6.3 Client Cooperation for Warranty Service

In the event that a defect covered by the warranty is identified, the Client is obligated to:

6.3.1 Provide Access

Ensure that Abante Built has clear and unobstructed access to the site or product to perform the necessary repairs or replacements.

6.3.2 Timely Notification

Notify Abante Built promptly upon discovering any potential defects, to allow for swift resolution.

6.3.3 Assistance in Diagnosis

Aid in providing information or performing certain actions as required by Abante Built to identify the nature of the defect and to facilitate the repair or replacement process.

6.3.4 Compliance with Instructions

Follow any instructions provided by Abante Built for the care, maintenance, or operation of the products or services to remain eligible for warranty service.

7. Limitation of Liability

7.1 Scope of Liability

Abante Built's total liability for any claim, whether in contract, tort, or otherwise, related to or arising from the provided products or services shall not exceed the original cost paid by the client for the specific services or products in question.

7.2 Types of Damages Excluded

In no event shall Abante Built be liable for any indirect, special, incidental, consequential, or punitive damages, including but not limited to, loss of profits, revenue, data, or use, incurred by the client or any third party, whether in an action in contract or tort, even if advised of the possibility of such damages.

7.3 Basis of the Bargain

The client acknowledges that Abante Built has set its prices and entered into the agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the parties.

7.4 Force Majeure

Abante Built shall not be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including, without limitation, acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labour, or materials.

7.5 Applicability to Affiliates and Subcontractors

The limitations of liability set forth in this section shall apply equally to Abante Built's affiliates, subcontractors, agents, employees, successors, and assigns.

7.6 Acknowledgment of Fairness

Both parties acknowledge that the limitations and exclusions of liability and disclaimers of warranty set forth in this agreement are fair and reasonable and are materially relied upon by both parties in entering into this agreement.

7.7 Consumer Protection Rights

Nothing in this agreement shall be construed to limit or exclude liability in a manner that contravenes applicable consumer protection laws. Any provisions that conflict with mandatory consumer protection laws shall not apply to the extent of such conflict.

8 Dispute Resolution

8.1 Direct Negotiation

8.1.1 Dispute or Claim

In the event of a dispute or claim related to these Terms or their subject matter, the parties agree to first attempt to resolve the issue through direct negotiation. This process involves a structured but informal negotiation between the involved parties, with the aim of reaching an amicable resolution without the need for formal proceedings.

8.1.2 Participation

Both parties must participate in good faith, and each party will bear its own costs during this negotiation process.

8.2 Mediation and Arbitration

8.2.1 Failure to Negotiate

If direct negotiation fails to resolve the dispute, the parties agree to engage in mediation before resorting to arbitration.

8.2.2 Failure to Mediate

If mediation is unsuccessful, the dispute shall then be referred to binding arbitration. The arbitrator's decision is final and binding on both parties. The arbitration shall be conducted:

- In a location agreed upon by both parties, or in the absence of such agreement, at a location determined by the arbitration body.
- In accordance with the rules of a recognised arbitration institution, mutually agreed upon by the parties, or, in the absence of such agreement, in accordance with the rules of a recognised institution determined by the arbitrator.
- In a manner that ensures confidentiality, with the results of the arbitration being kept private between the parties involved.

The parties agree that the outcomes reached through these alternative dispute resolution methods are binding and that they will abide by the terms agreed upon or determined through these processes.

9 Force Majeure

9.1 Definition

For the purposes of these Terms, "Force Majeure" refers to any event or circumstance that is beyond the reasonable control of Abante Built and which prevents, or delays Abante Built from performing its obligations under these Terms. This includes, but is not limited to:

- Natural disasters such as earthquakes, floods, wildfires, hurricanes, and severe weather conditions.
- Acts of war, hostilities, invasions, terrorism, and civil unrest.
- Governmental actions or regulations, including but not limited to, expropriation, nationalisation, requisition, sanctions, and embargo.
- Public emergencies such as pandemics, epidemics, and other public health crises.
- Unforeseeable disruptions in essential services, including electrical, internet, and supply chain disruptions.
- Labour strikes or disputes not involving Abante Built's own workforce.
- Any other events that are outside the normal course of business and cannot be foreseen or mitigated.

9.2 Notification

In the event of a Force Majeure, Abante Built shall promptly notify the other party, detailing the nature of the event, its expected duration, and any actions being taken to mitigate its effects.

9.3 Suspension of Obligations

Upon the occurrence of a Force Majeure event, the obligations of Abante Built under these Terms will be suspended for the duration of the event. Abante Built will make all reasonable efforts to continue its operations and to fulfill its obligations as soon as possible.

9.4 Mitigation and Continuation

Abante Built is required to make all reasonable efforts to mitigate the effects of the Force Majeure event and to resume the performance of its obligations as soon as the event has been resolved or has ceased to prevent or delay performance.

9.5 Termination Rights

If the Force Majeure event continues for a period longer than 90 days, either party may terminate these Terms by giving written notice to the other party. In such a case, neither party will be liable to the other for any damages resulting from the termination caused by the Force Majeure event.

9.6 Review and Adaptation

The parties agree to meet and review the situation if a Force Majeure event persists, to discuss any possible adaptations to these Terms that might be required to address the changed circumstances.

10 Amendments

10.1 Amendment Rights of Abante Built

10.1.1 Right to Amend

Abante Built has the authority to modify, add, or remove terms in the current agreement at any time.

10.1.2 Scope of Amendments

The clause does not limit the nature or extent of the amendments. Therefore, amendments could potentially cover any aspect of the terms, including but not limited to, pricing, service delivery, dispute resolution, and client obligations.

10.2 Notification of Amendments

10.2.1 Immediate Effectiveness

Any amendments made by Abante Built become effective immediately. This means the changes are enforceable from the moment Abante Built notifies the client, without any waiting period.

10.2.2 Method of Notification

Notification will be provided to the client via email, deeming the notification as received on the date of email sent.

10.3 Acceptance of Amendments by the Client

10.3.1 Implied Consent

The client's continued use of or engagement with Abante Built's services or products after receiving the notification is considered as acceptance of the new terms.

10.3.2 Implications for Clients

Clients should be aware that their continued interaction with the services post-amendment constitutes agreement to the new terms.



11 Governing Law

These Terms are governed by and construed in accordance with the laws of the state and federal laws of Australia. The parties agree to submit to the non-exclusive jurisdiction of the courts located within Australia for resolving any disputes.

12. Severability

If any part of these Terms is found to be void, unlawful, or unenforceable, that part shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

13. Entire Agreement

These Terms constitute the entire agreement between Abante Built and the Client regarding the subject matter and supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written. No other terms or conditions, including any pre-existing terms or conditions issued by the Client, shall be incorporated into or form part of these Terms unless expressly agreed to in writing by Abante Built.