



.....  
Deserved for Every Surface

# Let's get down to business...

*(the facts & the fine print)*



<b>Contents</b>	<b>2</b>	<b>Terms and conditions of sale</b>
	<b>5</b>	<b>Company overview</b>
	<b>6</b>	<b>A note from our Managing Director</b>
	<b>7</b>	<b>What you can expect from us</b>
	<b>8</b>	<b>Corporate timeline</b>
	<b>9</b>	<b>Vision statement</b>
	<b>10</b>	<b>Corporate mission statement</b>
	<b>11</b>	<b>Team culture statement</b>



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## Terms and Conditions of Sale

### Terms & Conditions of Sale

These are the entire Terms and Conditions of Sale of all goods merchandise and services ("the goods") supplied by Decor Systems Australia and its associated and subsidiary companies (all of which are referred to as "DSA") to any person, firm or company placing an order with DSA for the purchase of any goods ("the Customer"). Except as otherwise expressly agreed upon in writing between a duly authorised officer of DSA and the Customer, these Terms and Conditions shall apply notwithstanding any provisions to the contrary which may appear on any order form or other document issued by any Customer.

#### GENERAL

1. No quotation by DSA shall constitute an offer.
2. All orders placed with DSA shall only be accepted subject to these Terms and Conditions. DSA may at any time, and from time to time alter these Terms and Conditions of Sale and such altered Terms and Conditions of Sale shall apply after notification by DSA to the Customer. Acceptance of a proposal constitutes acceptance in full of DSA Terms and Conditions. These conditions override in full any Terms and Conditions that the customer may claim.
3. If a Customer cancels or alters any order or part order for special goods or standard goods with special materials at any time after DSA has received the order then DSA reserves the right to charge to the Customer the costs of any special goods or materials already acquired for the order together with the cost of any labour and tooling expended to the date of such cancellation or alterations.
4. Goods and Services Tax ("GST") Sales Tax or any other applicable tax or duty payable shall be paid by or reimbursed by the Customer to DSA on demand and the Customer shall indemnify and keep indemnified DSA in respect of all taxes and duties including GST arising out of any sale of goods or the subsequent use of goods after the sale to the Customer.

#### PRICES

5. Prices quoted are firm for thirty (30) days and thereafter are subject to increases without notice.
6. Prices are quoted ex-store.

#### 7. TERMS OF PAYMENT

a) Unless otherwise stated in writing all prices are strictly nett. The granting of credit to a Customer shall be at the absolute discretion of DSA and unless otherwise demanded by DSA the Customer shall make payment of all amounts payable within twenty-eight (28) days after the end of the month of delivery.

b) Customers shall not be entitled to withhold payment of any account by reason of any account query, dispute or set off.

The Customer agrees to pay DSA Administration and Handling fees in respect of any copies of documents required or other processing involved in the conduct of the account including but not limited to account administration fees, Merchant or other fees incurred as a result of payment by credit or charge card or Bpay or payment by any other means and such fees will be charged to the Customer's account.

8. If the Customer fails to make payment in accordance with Clause 7, DSA shall be entitled to:-

- a) Require the payment of cash upon delivery of any further goods;
- b) Charge an interest charge at the rate of one point seven five percentum (1.75%) per month on a cumulative basis on all overdue amounts (including late payment charges and amounts other than the price) calculated on a day to day basis on any monies due but unpaid, such interest charge to be computed from the due date for payment AND the parties agree that such interest charge is not a penalty but is a true measure of damages incurred by DSA. Payments received from the Customer will be credited first against any interest charge and all such fees shall be payable on demand;
- c) Claim from the Customer all costs, expenses and charges incurred on any account whatsoever including but not limited to any action taken by DSA to recover monies or goods due from the Customer including but not limited to any mercantile agents costs and legal costs and disbursements on a solicitor-client basis; and
- d) Cease any further deliveries to the Customer and to terminate any agreement in relation to goods that have not been delivered.
- e) In the event that DSA requires payment by the Customer of a security deposit then the Customer must pay to DSA the amount of that Security Deposit at the time of the Customer's order. This Security Deposit will be non-refundable.

#### DELIVERY

9. The Customer shall be responsible for the cost of any delivery made ex-DSA store. If DSA is requested to arrange for delivery of products beyond the store, the Customer shall pay the delivery charges stipulated by DSA from time to time. DSA shall in all cases be entitled to choose the method of transport.

10. Any date or time quoted for delivery is an estimate only and DSA shall endeavour to effect delivery at the time or times required by the Customer but failure to do so shall not confer any right of cancellation or refusal of delivery on the Customer or render DSA liable for any loss or damages directly or indirectly sustained by the Customer as a result thereof.

11. The Customer shall not be relieved of any obligation to accept or pay for goods by reason of any delay in delivery or any strike, lockout, unavailability of materials, accidents to machinery, differences with workmen, breakdowns, shortages of supplies or labour, fires, floods, storm or tempest, transport delays, acts of God, restrictions or intervention imposed by any

#### **In the words of an Architect:**

*"We've specified  
Decor Systems  
products on a  
number of  
projects, including:*

- Bankstown
- Courthouse
- Burbank Place
- McKell  
Building Lift  
Refurbishment

*and in all cases  
found them to be  
extremely helpful  
during both the  
design and  
construction  
phases to arrive at  
a finished product  
which satisfies  
all parties."*



laws, regulations, governments or agencies thereof and any other cause beyond the control of DSA or any other cause whatsoever.

12. DSA's obligation to deliver shall be discharged on arrival of the goods at the Customer's nominated delivery destination, nominated transport company, nominated agent or the address appearing on the invoice. The Customer shall unload the goods upon delivery, provided that if the Customer is unable or unwilling to accept physical delivery of the goods when the goods are ready for delivery, DSA shall be entitled to charge a fee for any delay experienced or arrange for the storage of the goods at the risk and cost of the Customer including all transportation, storage and other consequential costs.

DSA may, at its discretion, make and invoice partial deliveries and each partial delivery shall be a separate sale pursuant to these Terms and Conditions of Sale.

#### **INSPECTION**

13. The Customer shall examine the goods immediately after delivery and DSA shall not be liable for any misdelivery, shortage, defect or damage unless DSA receives details in writing within two (2) days of the date of delivery of the goods.

#### **PROPERTY AND RISK**

14. Notwithstanding delivery of the goods or their installation, property in any given goods shall remain with DSA until the Customer has paid and discharged any and all other indebtedness to DSA on any account whatsoever, including all applicable GST and other taxes, levies and duties. Any payment made by or on behalf of a Customer which is later avoided by the application of any Statutory Provision shall be deemed not to discharge the Customer's indebtedness and, in such an event the parties are to be restored to rights which each respectively would have had if the payment had not been made.

15. The risk in the goods shall pass to the Customer upon delivery to the Customer or his agent or to a transport company nominated by the Customer.

16. The Customer acknowledges that it is in possession of the goods solely as a bailee for DSA until payment as defined in clause 5 has been made in full to DSA and until such payment:

- a) The Customer shall be fully responsible for any loss or damage to the goods whatsoever and howsoever caused following delivery; and
- b) The Customer shall store the goods separately from its own goods and those of any other party and in a manner which clearly identifies the goods, whether as separate chattels or as components, as the property of DSA.
- c) The Customer shall maintain records of goods owned by DSA identifying them as DSA's property, of the persons to whom the goods are sold or disposed to and of the payments made by such persons for such goods. The Customer shall allow DSA to inspect these records and the goods themselves on request.

17. The Customer hereby irrevocably grants to DSA, its agents and servants, an unrestricted right and licence, without notice to enter premises occupied by the Customer to identify and remove any of the goods the property of DSA in accordance with the Terms and Conditions of Sale without in any way being liable to the Customer or any person claiming through the customer. DSA shall have the right to sell or dispose of any such goods removed or otherwise in its sole discretion and shall not be liable for any loss occasioned thereby.

18. The Customer shall be at liberty to agree to sell the goods (independently or affixed to other materials) subject to the condition that until payment has been made in accordance with clause 5, the Customer shall sell as an agent and bailee for DSA and that the entire proceeds from the sale thereof shall be held in a separate account on trust for DSA.

19. The right to on-sell, deal or otherwise dispose of the goods in the normal course of trade may be revoked at any time by DSA and shall automatically cease if a Receiver is appointed over any of the assets on the undertaking of the Customer or if a winding up order is made against the Customer or if the Customer goes into voluntary liquidation (otherwise than for the purpose of reconstruction or amalgamation) or administration or calls a meeting of, or makes any arrangement or composition with, creditors or commits any act of bankruptcy or where the Customer is in default of any of its obligations to DSA.

#### **WARRANTY**

20. Subject to payment in full being made as defined in clause 5, DSA shall use its best endeavours to pass on to the Customer the benefit of any warranties or guarantees it receives in respect of goods or parts thereof supplied to the Customer.

#### **LIMITATION OF LIABILITY**

21. These Terms and Conditions of Sale do not exclude, restrict or modify the application of any provisions of any Commonwealth, State or Territorial Law which by law cannot be excluded, restricted or modified.

#### **22. SALE TO NON-CONSUMERS**

Unless prevented by statute of all implied terms, conditions and warranties are excluded. The company guarantees that the products will be free from defects but is not responsible for the use of the goods or the installations thereof by the purchaser or third party. The purchasers remedy for any breach of condition warranty or condition of goods shall be limited at the discretion of the company to the replacement of the goods and shall not include any consequential loss or damages in the event of any defect in or failure of goods. Any claim must be submitted in writing within two (2) days of delivery.

#### **FORCE MAJEURE**

23. DSA shall not be liable for any failure or delay in supply or delivery the goods where such failure or delay is wholly or partly due to any cause or circumstance whatsoever outside the reasonable control of DSA including, but not limited to, war, strikes, lockouts, industrial disputes or unrest, government restrictions or intervention, transport delays, fire, act of



God, breakdown of plant, shortage of supplies or labour, storm or tempest, theft, vandalism, riots, civil commotions or accidents of any kind.

#### **TERMINATION**

24. If the Customer fails to comply with any of these Terms and Conditions or being a natural person or persons commits any act of bankruptcy, or being a corporation passes a resolution for winding up or liquidation (other than for the purposes of reorganisation or reconstruction) or administration or enters into any composition or arrangement with creditors of if a receiver or manager or administrator or controller is appointed for any property or assets of the Customer or becomes liable to be wound up by reason of insolvency or if any petition is presented for its winding up, or if a liquidator or provisional liquidator or administrator is appointed, DSA may, in addition to exercising all or any of its rights against the Customer, suspend any further deliveries and immediately recover possession of any goods not paid for in accordance with these Terms and Conditions.

#### **RETURNS**

25. Other than in respect of DSA's obligations pursuant to clause 20 hereof DSA shall not be liable to accept any returned goods but may in its absolute discretion accept the return of goods, provided that such goods shall only be accepted for return with the prior written approval of a duly authorised representative of DSA. Goods returned for credit pursuant to this clause will be subject to a handling and administration charge equivalent to 20% of the invoiced value of the returned goods. Return freight and other expenses will be paid for by the Customer and no returns of special goods will be accepted. Any returned goods must be accompanied with the relevant invoice numbers and/or a Goods Return Authority.

#### **GOVERNING LAW**

26. The Customer agrees that these Terms and Conditions of Sale shall be construed according to the laws of the State or Territory as DSA may in its sole discretion determine. Proceedings by either DSA or the Customer may be instituted and/or continued in such State or Territory as DSA may in its sole discretion determine. Failing such determination the Customer consents to any proceedings being instituted and heard by any appropriate Court sitting in the State of New South Wales applying the laws of the State of New South Wales.

#### **SERVICE OF DOCUMENTS**

27. The Customer agrees that service of any notices or Court documents may be effected by forwarding same by pre-paid post or facsimile to the last known address of the Customer.

#### **STATEMENT OF DEBT**

28. A certificate signed by a Director, Secretary, Financial Controller or Credit Manager of DSA shall be prima facie evidence of the amount of indebtedness of the Customer to DSA at that time.

#### **ELECTRONIC COMMUNICATIONS**

29. a) The customer agrees to accept service of notices under the Building And Construction Industry Security Of Payment Act 1999 (NSW) via e-mail (in addition to any and all other forms of service authorised under the Act (including section 31 of the Act), or regulations made pursuant to the Act).

b) In addition to delivery in person, via post and via facsimile, the customer agrees to have invoices sent via email.

c) The Customer agrees that email communications from DSA to the Customer constitute an "electronic communication" within the meaning of the Electronic Transactions Act 2000 (NSW).

d) The Customer agrees that in agreeing to receive invoices via email, and the service of notices under the Building And Construction Industry Security Of Payment Act 1999 (NSW) via email, the Customer is in both instances designating "an information system for the purpose of receiving electronic communications" within the meaning of the Electronic Transactions Act 2000 (NSW).

e) The Customer agrees that evidence of the "dispatch" (within the meaning of the Electronic Transactions Act 2000 (NSW)) by DSA of an email is also prima facie evidence of the "receipt" of the email by the Customer within the meaning of the Act. Unless the contrary is proven the time of receipt will be deemed to be twenty (20) seconds after the time of the "dispatch" of the email.



**Company  
Overview**

“Service and reliability are words we take very seriously...but then so are quality, creativity, innovation and integrity.”

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Decor Systems Australasia is a family owned and operated business dedicated to the manufacture and supply of premium quality internal wall and ceiling paneling systems.

The organisation dedicates significant resources to customer satisfaction, offering tailored solutions to its patrons.

Our dedicated Project Consultants are highly trained in every aspect of every product in our extensive range and are able to answer any query from the most complex of technical considerations to the finest aesthetic detail.

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## A note from our Managing Director

Dear Sir / Madam,

Thank you for the opportunity to submit our proposal for your project.

My team is passionate about our range of products and services and look forward to working with you on this project.

If there is any clarification required, you are more than welcome to pick up the phone and discuss this directly with me.....I will be delighted to hear from you.

We'll keep in touch.

Until then...



**David Faulkes**  
Managing Director  
Decor Systems Australia



*In the words of  
an international  
customer:*

*Co-ordination  
with our shippers  
and the factory  
floor ensures that  
exports are  
handled  
efficiently.*

# What you can expect from us...

- A team that is dedicated to providing you with a level of service that larger organisations just cannot give you.
- A total back up service so you can rely on us for all your requirements.
- You will be treated with respect and courtesy at all times.
- Your order will be processed by our experienced, dedicated team members.
- Your special requirements will be addressed to the letter with competence and enthusiasm.
- We will acknowledge any communication within 1 working day.
- Every Decor Systems employee unequivocally guarantees that every statement made and every task undertaken may be scrutinised before, during or after their association with any project.
- Your order will be produced using the best quality materials available. We will NOT use inferior grade material – every product must meet our rigid quality control criteria.
- Your order will be palletised, crated and strapped to the highest standard, ensuring it arrives on your site in perfect condition.
- The assurance of dealing with a long established family business where a personal interest is taken in your order.

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**Value:**

**Priceless**

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## Corporate Timeline – Leaders from the start

- 1969** Commenced manufacture of DecorVent slotted soffit linings at Homebush NSW as division of Aldex Industries.
- 1971** Moved operations to Smithfield NSW
- 1979** Following sale of Aldex Industries and corporate re-structure, moved to Mortlake NSW and commenced trading as DecorVent Industries
- 1980s** Expanded into the supply and fabrication of Fibre Cement products to the commercial construction sector
- 1990s** Commenced manufacture of perforated interior lining panels including:
- **DecorLux** Perforated Fibre Cement
  - **DecorPly** Perforated Timber Panels
  - **DecorBoard** Perforated Plasterboard
  - **DecorTrend** Slotted Timber Panels
- 2002** Relocated to custom built offices, showroom and manufacturing facility in Silverwater, in the demographic centre of Sydney.
- 2002** Changed trading name to Decor Systems Australia to reflect both the strength of the DECOR brand and the national distribution of the product range.
- 2003 -2009** Continuous additions to the DECOR range, including:
- **DecorImage** Laminate Systems
  - **DecorEnviro** Low VOC Pre Finishing
  - **DecorThane** Pre Finished Panels
  - **DecorSorb** Integrated Acoustic Backing
  - **DecorWave** Sculptured 3D Panels
  - **DecorLini** Linear Acoustic Panels
  - **DecorMilano** Linear Panels
  - **DecorArti** Customised Acoustic Feature Panels
  - **DecorKote** Powder Coated Panels
  - **DecorModa** Fabric Panels
  - **DecorSlot** Slotted Fibre Cement Panels
  - **DecorFire** Fire Rated MDF Panels
  - **DecorSlat** Slatted Acoustic Panels
  - **DecorMount** Concealed Fixing Systems
- 2007** Secured Good Environmental Choice Australia (GECA) accreditation
- 2008** Certified by the Forestry Stewardship Council (FSC) for Chain of Custody order processing.
- 2010** Expanded product range to include:
- **Veritas** Resin Panels
  - **Sonacooustic** Seamless Acoustic Systems
  - **Gold Core** Lightweight Plywoods
  - **Decoustics** Custom Acoustic Systems
  - **DecorLini** Acoustic Panels
  - **DecorTone** Diffuser Panels developed
  - **Smartlook** range introduced
- 2013**
- 2014** Latest state of the art machinery purchased



## Vision Statement

Decor Systems Australia will continue to be a wholly owned family business providing specialised products to clearly defined niches within the commercial sector of the construction industry. We will become market leaders in our sphere of operations.

We will strive to build upon and expand our market penetration. We will do this by focusing on solid financial performance and employing only people that share the values on which the company was founded and will continue to reply upon.



**In the words of a corporate citizen:**

*“Woolworths are very pleased with the project and you were a part of that success. It is refreshing to find a supplier with intensity and commitment to deadlines.”*

**Honesty**

We would rather lose an order than mislead a customer about a delivery. We will tell it how it is with our customers and our team.

**Team Culture**

Our team will work in an environment of support and encouragement as would be expected in a close knit team. All team members are expected to support their colleagues for the overall good of the business.

**Transparency**

Everything our people need to know to make decisions will be provided.

**Fairness to suppliers**

We recognise that without reliable suppliers we could not successfully function. We will always treat our suppliers fairly and with integrity.

**Keeping our Promises**

We will always keep our promises to our people, our customers and our suppliers.

**Valuing our Planet**

Our business practices will continue to be governed with the preservation of our environment at the forefront of all that we do. We commit to our ongoing programme of certified sustainability accreditations, knowing that we are contributing in some small way to maintaining the viability of our ecosystem.

**Some other important values:**

We will always use the highest quality materials consistent with our customer requirements.

We will never condemn our competitor, but will continue to rely on our higher levels of service and quality to differentiate us.

**We will provide and live by our Guarantee of Service**

**David Faulkes, Managing Director**



**In the words of a high end cabinet maker:**

*“We have found Decor Systems Australia to be courteous and helpful as well as attending to our needs in a fast and professional manner. Their products are of the highest standard and we look forward to dealing with them in the future.”*

## **Corporate Mission Statement**

**Decor Systems Australia aim to be a reliable, timely and cost-effective provider of specialised construction products by satisfying targeted customer needs for quality products in a purposeful, systematic and applied manner.**



- Ensuring customer delight is the pre-eminent focus on the business
- Application of quality processes in all facets of our operation
- Delivering on time, every time
- Prudent financial management and the addition only of those costs that will furnish direct benefits for our current and future requirements.
- Every aspect of our business will be conducted with special emphasis on the health and safety of our employees and to the well being of the environment of our planet
- Concentration on achieving superb performance standards on all of our activities for the mutual benefit of team members, clientele and management alike
- A commitment to keeping business pleasurable for customers, staff and suppliers alike.

**David Faulkes, Managing Director**





**In the words of a Partition contractor:**

*“Decor Systems have not only provided the materials we require for installation; in addition staff have provided valuable assistance and support during the works to allow us to meet and exceed our clients expectations in time, quality and design solutions.”*

**In the words of a leading interior fitout specialist:**

*“I can confidently recommend Decor Systems Australia as a solid and reliable supplier and experts in their field.”*

## Team Culture Statement

# The Decor Systems team holds to the following values:



### Commitment

We are all committed to the Vision, Mission and Goals of Décor Systems

#### Ownership

All individuals are responsible for their own action and outcomes

### Integrity

We will always speak the truth

#### Excellence

The right product, delivered on time to the highest standard, backed up by honest, upfront advice.

### Communication

Open and frank discussions with the emphasis on putting the interests ahead of my own.

### Success

Attention at all times to be focused on outcomes

### Team Work

Focus on co-operation and flexibility with colleagues to ensure multiple ‘win-wins’.

### Education

You must accept responsibility for your mistakes and learn from them. Impartation of your knowledge to colleagues, clients and friends plus a preparedness to learn from the same people who enrich those you have contact with.

### Balance

Adopt a sensible, balanced approach to work so that neither you or your family nor work life suffer.

### Systems

Implement, follow and improve systems. Systemise the routine.

### Consistency & Reliability

Your words and actions will mean that everyone you have contact with will feel comfortable in dealing with you.

### Enjoy

You must enjoy the challenges in your life. Otherwise Décor Systems is not for you.

**David Faulkes, Managing Director**





**Thank you for your  
precious time...**