

Terms & Conditions of Trade

Supply of custom architectural aluminium

Bubbalooba Pty Ltd (ABN 15 151 030 796) trading as PO Box Designs | Version 2.0, July 2026

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Australian Consumer Law notice. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. Where a supply is a consumer supply, you are entitled to a replacement or refund for a major failure and to compensation for other reasonably foreseeable loss or damage, and to have goods repaired or replaced if they fail to be of acceptable quality where the failure is not major. Nothing in these Terms limits those rights.

1. INTERPRETATION

ACL means the Australian Consumer Law (Competition and Consumer Act 2010 (Cth), Schedule 2). PBD, we, us or our means Bubbalooba Pty Ltd ABN 15 151 030 796 trading as PO Box Designs. Customer or you means the person or entity acquiring goods and/or services. Job means the goods and/or services supplied. Quote means a written price offer. PPSA means the Personal Property Securities Act 2009 (Cth).

2. APPLICATION

These Terms apply to all Jobs supplied by PBD. Placing an order, accepting a Quote or making a payment constitutes irrevocable acceptance of these Terms. These Terms prevail over any Customer terms to the extent of any inconsistency. Consumer rights under the ACL cannot be excluded and are not affected.

3. QUOTES

Quotes are open for acceptance for 30 days, or the period stated on the Quote. Acceptance requires written confirmation, a signed acceptance, or payment of a deposit. PBD may revise the price after a Quote expires, or if material or input costs change before a written Order Confirmation is issued.

4. CUSTOM WORKS

Our products are custom made to order. The Customer accepts minor variation from renders, samples and photographs of prior work. Colour and finish selections must be provided in writing promptly after acceptance. Fabrication does not commence until shop drawings and finishes are approved in writing.

5. PRICE

Unless stated otherwise, prices exclude GST and delivery. Customer-requested variations are charged in addition to the Quote. PBD will not increase the price after a written Order Confirmation has been issued, except for Customer-requested variations or changes in scope.

6. GST

All prices exclude GST unless stated. GST is added at the prevailing rate to all taxable supplies. A tax invoice is issued for each Job. Business customers should provide their ABN.

7. PAYMENT TERMS

Payment terms are as stated on the Quote or Order Confirmation. Unless agreed otherwise, a deposit is payable on acceptance, with progress and final payments due on the milestones stated. Time for payment is of the essence. PBD may suspend supply where payment is overdue.

8. DELIVERY

Delivery timeframes are estimates and depend on project size, material and finish availability, and current workload. PBD is not liable for delay caused by matters beyond its reasonable control. Risk in the goods passes to the Customer on delivery; title is dealt with under clause 10.

9. SITE ACCESS & INSTALLATION

Where PBD installs, the Customer must provide safe, clear and timely site access, and accurate site information. Standby or re-attendance caused by site not being ready is chargeable. Site-specific safety and induction requirements must be advised in advance.

10. RETENTION OF TITLE & PPSA

Title in goods does not pass to the Customer until all amounts owing to PBD are paid in full. Until then the Customer holds the goods as bailee. These Terms create a security interest under the PPSA, which the

Customer agrees PBD may register. The Customer waives its right to receive certain notices under the PPSA to the extent permitted.

11. VARIATIONS

Any change to the approved scope, drawings, quantities or finishes is a variation. Variations are priced and confirmed in writing before the varied work proceeds. PBD is not obliged to carry out varied work until it is approved in writing.

12. WARRANTY

PBD warrants its fabrication and finishes as set out in its Warranty Policy, which is provided with these Terms and forms part of them. Warranty cover is subject to correct installation, use and maintenance, including the powder-coat maintenance schedule.

13. LIMITATION OF LIABILITY

To the extent permitted by law, and other than for guarantees that cannot be excluded under the ACL, PBD's liability for any Job is limited, at PBD's option, to the repair or replacement of the goods, the resupply of services, or the cost of doing so. PBD is not liable for indirect or consequential loss.

14. DEFAULT & DIRECTOR GUARANTEE

If the Customer defaults, PBD may suspend or terminate supply, recover goods to which it retains title, and recover costs of recovery and collection. Where the Customer is a company, the person accepting these Terms may be required to personally guarantee the Customer's obligations.

15. DISPUTES

The parties will attempt to resolve any dispute in good faith before commencing proceedings. Nothing prevents a party seeking urgent relief.

16. GOVERNING LAW

These Terms are governed by the laws of Victoria, and the parties submit to the exclusive jurisdiction of the courts of Victoria.

17. GENERAL

If any provision is unenforceable it is severed without affecting the remainder. PBD may update these Terms from time to time; the Terms current at the date of a Quote apply to that Job.

Questions. For any questions about these Terms, contact us at info@poboxdesigns.com.au or 03 4333 9271.