

3D Windows Pty Ltd – Terms & Conditions of Trade

1.1	Definitions "3D Windows" means 3D Windows Pty Ltd ATF 3D Windows Unit Trust T/A 3D Windows Pty Ltd, its successors and assigns or any person acting on behalf of the authority of 3D Windows Pty Ltd ATF 3D Windows Unit Trust T/A 3D Windows Pty Ltd.	6.7	Whist every effort shall be taken by 3D Windows to detect any structural defects prior to installation, the Customer shall indemnify 3D Windows against any damage (including, but not limited to, aged or loose masonry internally or externally, loose sill ties, or the relocation of plumbing or electrical wiring) resulting from the normal installation process, which costs of any remedial work shall be at the Customer's responsibility. If it is agreed that 3D Windows shall organise or carry out the remedial works, then this shall be a variance as per clause 4.2.	12.5	The Customer hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA. The Customer waives its rights as a grantor and/or a debtor under section 14 of the PPAA.	17.3	Cancellation of orders for products made to the Customer's specifications, or for non-stockist items, will definitely not be accepted once production has commenced, or an order has been placed.
1.2	"Customer" means the person ordering the Works as specified in any invoice, document or order, and if there is more than one Customer is a reference to each Customer jointly and severally.	7.1	"Works" means all Works or Materials supplied by 3D Windows to the Customer at the Customer's request from time to time (where the context so permits the terms "Works" or "Materials" shall be interchangeable for the other).	12.6	Unless otherwise agreed to in writing by 3D Windows, the Customer waives its right to receive a verification statement in accordance with section 157 of the PPAA.	18.1	Privacy Act 1988 The Customer agrees for 3D Windows to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Customer in relation to credit provided by 3D Windows.
1.3	"Price" means the Price payable for the Works as agreed between 3D Windows and the Customer in accordance with clause 4 below.	7.2	Acceptance The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of any Works.	12.7	The Customer shall unconditionally ratify any actions taken by 3D Windows under clause 12.3 to 12.5.	18.2	The Customer agrees that 3D Windows may exchange information about the Customer with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Customer; and/or (b) to notify other credit providers of a default by the Customer; and/or (c) to exchange information with other credit providers as to the status of this credit account where the Customer is in default with other credit providers; and/or (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two years.
2.1	Acceptance The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of any Works.	7.2	Acceptance The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of any Works.	12.8	Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPAA.	18.3	The Customer consents to 3D Windows being given a consumer credit report to collect overdue payment on commercial credit.
2.2	These terms and conditions may only be amended with 3D Windows consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and 3D Windows.	7.2	Acceptance The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of any Works.	12.9	The Customer shall unconditionally ratify any actions taken by 3D Windows under clause 12.3 to 12.5.	18.4	The Customer agrees that personal credit information provided may be used and related by 3D Windows for the following purposes (and for other agreed purposes or required by): (a) the provision of Works; and/or (b) the assessment of the Customer's credit, payment and/or status in relation to the provision of Works; and/or (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or (d) Enabling the collection of amounts outstanding in relation to the Works.
3.1	Change in Control The Customer shall give 3D Windows not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone numbers and email addresses). The Customer shall be liable for any loss incurred by 3D Windows as a result of the Customer's failure to comply with this clause.	8.1	Change in Control The Customer shall give 3D Windows not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone numbers and email addresses). The Customer shall be liable for any loss incurred by 3D Windows as a result of the Customer's failure to comply with this clause.	13.1	Security and Charge In consideration of 3D Windows agreeing to supply the Materials, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).	18.5	The Customer agrees that 3D Windows may exchange information about the Customer to a CRB for the following purposes: (a) to obtain a consumer credit report; (b) to allow the CRB to create or maintain a credit information file about the Customer including credit history; (c) to obtain information about the Customer that includes: (i) personal information as outlined in 18.1 above; (ii) name of the credit provider and that 3D Windows is a current credit provider to the Customer; (iii) whether the credit provider is a licensee; (iv) type of consumer credit; (v) details concerning the Customer's application for credit and commercial credit (e.g. date of commencement/termination of the credit account and the amount requested); (vi) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Customer no longer has any overdue accounts and 3D Windows has been paid or otherwise discharged and all debts surrounding the Customer (e.g. dates of payments); (vii) information that, in the opinion of 3D Windows, the Customer has committed a serious credit infringement; (viii) Advice that the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
4.1	Price and Payment At 3D Windows' sole discretion the Price shall be either: (a) as indicated on invoices provided by 3D Windows to the Customer in respect of Works performed or Materials supplied; or (b) 3D Windows' quoted price under clause 4.2 which shall be binding upon 3D Windows providing that the Customer shall accept 3D Windows' quotation in writing within thirty (30) days.	9.1	Price and Payment At 3D Windows' sole discretion the Price shall be either: (a) as indicated on invoices provided by 3D Windows to the Customer in respect of Works performed or Materials supplied; or (b) 3D Windows' quoted price under clause 4.2 which shall be binding upon 3D Windows providing that the Customer shall accept 3D Windows' quotation in writing within thirty (30) days.	13.2	The Customer irrevocably appoints 3D Windows and each director of 3D Windows as the Customer's true and lawful attorney(s) to represent the Customer in all legal proceedings including legal costs on a solicitor and own client basis incurred in exercising 3D Windows' rights under this clause.	18.6	3D Windows may give information about the Customer to a CRB for the following purposes: (a) to obtain a consumer credit report; (b) to allow the CRB to create or maintain a credit information file about the Customer including credit history; (c) to obtain information about the Customer that includes: (i) personal information as outlined in 18.1 above; (ii) name of the credit provider and that 3D Windows is a current credit provider to the Customer; (iii) whether the credit provider is a licensee; (iv) type of consumer credit; (v) details concerning the Customer's application for credit and commercial credit (e.g. date of commencement/termination of the credit account and the amount requested); (vi) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Customer no longer has any overdue accounts and 3D Windows has been paid or otherwise discharged and all debts surrounding the Customer (e.g. dates of payments); (vii) information that, in the opinion of 3D Windows, the Customer has committed a serious credit infringement; (viii) Advice that the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
4.2	Time for payment for the Works being of the essence, the Price will be payable by the Customer on the date(s) determined by 3D Windows, which may be: (a) on completion of the Works; or (b) by way of progress payments in accordance with 3D Windows' specified progress payment schedule. Such progress payment claims may include the reasonable value of authorised variations and the value of any Materials delivered to the site but not yet installed.	9.2	Time for payment for the Works being of the essence, the Price will be payable by the Customer on the date(s) determined by 3D Windows, which may be: (a) on completion of the Works; or (b) by way of progress payments in accordance with 3D Windows' specified progress payment schedule. Such progress payment claims may include the reasonable value of authorised variations and the value of any Materials delivered to the site but not yet installed.	13.3	The Customer irrevocably appoints 3D Windows and each director of 3D Windows as the Customer's true and lawful attorney(s) to represent the Customer in all legal proceedings including legal costs on a solicitor and own client basis incurred in exercising 3D Windows' rights under this clause.	18.7	The Customer shall have the right to request (by e-mail) from 3D Windows a copy of the information about the Customer retained by 3D Windows and the right to request that 3D Windows correct any incorrect information; and (b) That 3D Windows does not disclose any personal information about the Customer for the purpose of direct marketing.
4.3	At 3D Windows' sole discretion a non-refundable deposit may be required.	9.3	At 3D Windows' sole discretion a non-refundable deposit may be required.	13.4	The Customer irrevocably appoints 3D Windows and each director of 3D Windows as the Customer's true and lawful attorney(s) to represent the Customer in all legal proceedings including legal costs on a solicitor and own client basis incurred in exercising 3D Windows' rights under this clause.	18.8	3D Windows will destroy personal information upon the Customer's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.
4.4	Time for payment for the Works being of the essence, the Price will be payable by the Customer on the date(s) determined by 3D Windows, which may be: (a) on completion of the Works; or (b) by way of progress payments in accordance with 3D Windows' specified progress payment schedule. Such progress payment claims may include the reasonable value of authorised variations and the value of any Materials delivered to the site but not yet installed.	9.2	Time for payment for the Works being of the essence, the Price will be payable by the Customer on the date(s) determined by 3D Windows, which may be: (a) on completion of the Works; or (b) by way of progress payments in accordance with 3D Windows' specified progress payment schedule. Such progress payment claims may include the reasonable value of authorised variations and the value of any Materials delivered to the site but not yet installed.	13.5	The Customer irrevocably appoints 3D Windows and each director of 3D Windows as the Customer's true and lawful attorney(s) to represent the Customer in all legal proceedings including legal costs on a solicitor and own client basis incurred in exercising 3D Windows' rights under this clause.	18.9	The Customer shall have the right to request (by e-mail) from 3D Windows a copy of the information about the Customer retained by 3D Windows and the right to request that 3D Windows correct any incorrect information; and (b) That 3D Windows does not disclose any personal information about the Customer for the purpose of direct marketing.
4.5	Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (plus a surcharge of up to one and a half percent (1.5%) of the Price), or by any other method as agreed to between the Customer and 3D Windows.	10.1	Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (plus a surcharge of up to one and a half percent (1.5%) of the Price), or by any other method as agreed to between the Customer and 3D Windows.	13.6	The Customer irrevocably appoints 3D Windows and each director of 3D Windows as the Customer's true and lawful attorney(s) to represent the Customer in all legal proceedings including legal costs on a solicitor and own client basis incurred in exercising 3D Windows' rights under this clause.	19.1	Unpaid Seller's Rights Where the Customer has left any item with 3D Windows for repair, modification, exchange or for 3D Windows to perform any other service in relation to the item and 3D Windows has not received or been tendered the whole of any monies owing to it by the Customer, 3D Windows shall have, until all monies owing to 3D Windows are paid, a lien on the item; and (b) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods.
4.6	Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to 3D Windows an amount equal to any GST 3D Windows must pay for any supply by 3D Windows under this or any other agreement for the sale of the Materials. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.	11.2	Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to 3D Windows an amount equal to any GST 3D Windows must pay for any supply by 3D Windows under this or any other agreement for the sale of the Materials. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.	13.7	The Customer irrevocably appoints 3D Windows and each director of 3D Windows as the Customer's true and lawful attorney(s) to represent the Customer in all legal proceedings including legal costs on a solicitor and own client basis incurred in exercising 3D Windows' rights under this clause.	19.2	3D Windows will destroy personal information upon the Customer's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.
5.1	Delivery of the Works Subject to clause 5.2 it is 3D Windows' responsibility to ensure that the Works are completed as soon as possible.	11.3	Delivery of the Works Subject to clause 5.2 it is 3D Windows' responsibility to ensure that the Works are completed as soon as possible.	13.8	The Customer irrevocably appoints 3D Windows and each director of 3D Windows as the Customer's true and lawful attorney(s) to represent the Customer in all legal proceedings including legal costs on a solicitor and own client basis incurred in exercising 3D Windows' rights under this clause.	19.3	The Customer shall have the right to request (by e-mail) from 3D Windows a copy of the information about the Customer retained by 3D Windows and the right to request that 3D Windows correct any incorrect information; and (b) That 3D Windows does not disclose any personal information about the Customer for the purpose of direct marketing.
5.2	The Works' commencement date will be put back and/or the completion date extended by whatever time is reasonable in the event that 3D Windows claims an extension of time (by giving the Customer written notice) where completion is delayed by an event beyond 3D Windows' control, including but not limited to any failure by the Customer to: (a) make a selection; or (b) have the site ready for the Works; or (c) notify 3D Windows that the site is ready.	11.4	The Works' commencement date will be put back and/or the completion date extended by whatever time is reasonable in the event that 3D Windows claims an extension of time (by giving the Customer written notice) where completion is delayed by an event beyond 3D Windows' control, including but not limited to any failure by the Customer to: (a) make a selection; or (b) have the site ready for the Works; or (c) notify 3D Windows that the site is ready.	13.9	The Customer irrevocably appoints 3D Windows and each director of 3D Windows as the Customer's true and lawful attorney(s) to represent the Customer in all legal proceedings including legal costs on a solicitor and own client basis incurred in exercising 3D Windows' rights under this clause.	19.4	3D Windows will destroy personal information upon the Customer's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.
5.3	At 3D Windows' sole discretion the cost of delivery is in addition to the Price.	11.5	At 3D Windows' sole discretion the cost of delivery is in addition to the Price.	13.10	The Customer irrevocably appoints 3D Windows and each director of 3D Windows as the Customer's true and lawful attorney(s) to represent the Customer in all legal proceedings including legal costs on a solicitor and own client basis incurred in exercising 3D Windows' rights under this clause.	19.5	The Customer shall have the right to request (by e-mail) from 3D Windows a copy of the information about the Customer retained by 3D Windows and the right to request that 3D Windows correct any incorrect information; and (b) That 3D Windows does not disclose any personal information about the Customer for the purpose of direct marketing.
5.4	The Customer must take delivery by receipt or collection of the Works whenever they are tendered for delivery. In the event that the Customer is unable to take delivery of the Works as arranged then 3D Windows shall be entitled to charge a reasonable fee for delivery and/or storage of the Works.	11.6	The Customer must take delivery by receipt or collection of the Works whenever they are tendered for delivery. In the event that the Customer is unable to take delivery of the Works as arranged then 3D Windows shall be entitled to charge a reasonable fee for delivery and/or storage of the Works.	13.11	The Customer irrevocably appoints 3D Windows and each director of 3D Windows as the Customer's true and lawful attorney(s) to represent the Customer in all legal proceedings including legal costs on a solicitor and own client basis incurred in exercising 3D Windows' rights under this clause.	19.6	The Customer shall have the right to request (by e-mail) from 3D Windows a copy of the information about the Customer retained by 3D Windows and the right to request that 3D Windows correct any incorrect information; and (b) That 3D Windows does not disclose any personal information about the Customer for the purpose of direct marketing.
5.5	3D Windows may deliver the Works by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	11.7	3D Windows may deliver the Works by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	13.12	The Customer irrevocably appoints 3D Windows and each director of 3D Windows as the Customer's true and lawful attorney(s) to represent the Customer in all legal proceedings including legal costs on a solicitor and own client basis incurred in exercising 3D Windows' rights under this clause.	19.7	The Customer shall have the right to request (by e-mail) from 3D Windows a copy of the information about the Customer retained by 3D Windows and the right to request that 3D Windows correct any incorrect information; and (b) That 3D Windows does not disclose any personal information about the Customer for the purpose of direct marketing.
5.6	Any time or date given by 3D Windows to the Customer is an estimate only. 3D Windows will be liable for any loss or damage whatsoever due to failure by 3D Windows to deliver the Works (or any part of them) promptly or at all, where due to circumstances beyond the reasonable control of 3D Windows.	11.8	Any time or date given by 3D Windows to the Customer is an estimate only. 3D Windows will be liable for any loss or damage whatsoever due to failure by 3D Windows to deliver the Works (or any part of them) promptly or at all, where due to circumstances beyond the reasonable control of 3D Windows.	13.13	The Customer irrevocably appoints 3D Windows and each director of 3D Windows as the Customer's true and lawful attorney(s) to represent the Customer in all legal proceedings including legal costs on a solicitor and own client basis incurred in exercising 3D Windows' rights under this clause.	19.8	The Customer shall have the right to request (by e-mail) from 3D Windows a copy of the information about the Customer retained by 3D Windows and the right to request that 3D Windows correct any incorrect information; and (b) That 3D Windows does not disclose any personal information about the Customer for the purpose of direct marketing.
6.1	Risk If 3D Windows retains ownership of the Materials under clause 11 then: (a) where 3D Windows is supplying Materials only, all risk for the Materials shall immediately pass to the Customer on delivery and the Customer must insure the Materials on or before delivery. Delivery of the Materials shall be deemed to have taken place immediately at the time that either: (i) the Customer or the Customer's nominated carrier takes possession of the Materials at 3D Windows' address; or (ii) the Materials are delivered by 3D Windows or 3D Windows' nominated carrier to the Customer's nominated delivery address (even if the Customer is not present at the address).	12.1	Risk If 3D Windows retains ownership of the Materials under clause 11 then: (a) where 3D Windows is supplying Materials only, all risk for the Materials shall immediately pass to the Customer on delivery and the Customer must insure the Materials on or before delivery. Delivery of the Materials shall be deemed to have taken place immediately at the time that either: (i) the Customer or the Customer's nominated carrier takes possession of the Materials at 3D Windows' address; or (ii) the Materials are delivered by 3D Windows or 3D Windows' nominated carrier to the Customer's nominated delivery address (even if the Customer is not present at the address).	12.2	The Customer irrevocably appoints 3D Windows and each director of 3D Windows as the Customer's true and lawful attorney(s) to represent the Customer in all legal proceedings including legal costs on a solicitor and own client basis incurred in exercising 3D Windows' rights under this clause.	19.9	The Customer shall have the right to request (by e-mail) from 3D Windows a copy of the information about the Customer retained by 3D Windows and the right to request that 3D Windows correct any incorrect information; and (b) That 3D Windows does not disclose any personal information about the Customer for the purpose of direct marketing.
6.2	where 3D Windows is to both supply and install Materials then 3D Windows shall maintain a contract works insurance policy until the Works are completed. Upon completion of the Works all risk for the Works shall immediately pass to the Customer.	12.2	where 3D Windows is to both supply and install Materials then 3D Windows shall maintain a contract works insurance policy until the Works are completed. Upon completion of the Works all risk for the Works shall immediately pass to the Customer.	12.3	The Customer irrevocably appoints 3D Windows and each director of 3D Windows as the Customer's true and lawful attorney(s) to represent the Customer in all legal proceedings including legal costs on a solicitor and own client basis incurred in exercising 3D Windows' rights under this clause.	19.10	The Customer shall have the right to request (by e-mail) from 3D Windows a copy of the information about the Customer retained by 3D Windows and the right to request that 3D Windows correct any incorrect information; and (b) That 3D Windows does not disclose any personal information about the Customer for the purpose of direct marketing.
6.3	Notwithstanding the provisions of clause 6.1 if the Customer specifically requests 3D Windows to leave Materials outside 3D Windows' premises for collection or to deliver the Materials to an unattended location then such materials shall always be left at site risk of the Customer and it shall be the Customer's responsibility to ensure the Materials are insured adequately or at all. In the event that such Materials are lost, damaged or destroyed then replacement of the Materials shall be at the Customer's expense. Holes, cut outs and cutting of materials will be made to the strength of the Materials and although it's unlikely, cracking may occur. 3D Windows accepts no responsibility against cracks occurring after such Materials (that are subject to holes and cut outs) are installed unless a toughness grade is used.	12.3	Notwithstanding the provisions of clause 6.1 if the Customer specifically requests 3D Windows to leave Materials outside 3D Windows' premises for collection or to deliver the Materials to an unattended location then such materials shall always be left at site risk of the Customer and it shall be the Customer's responsibility to ensure the Materials are insured adequately or at all. In the event that such Materials are lost, damaged or destroyed then replacement of the Materials shall be at the Customer's expense. Holes, cut outs and cutting of materials will be made to the strength of the Materials and although it's unlikely, cracking may occur. 3D Windows accepts no responsibility against cracks occurring after such Materials (that are subject to holes and cut outs) are installed unless a toughness grade is used.	12.4	The Customer irrevocably appoints 3D Windows and each director of 3D Windows as the Customer's true and lawful attorney(s) to represent the Customer in all legal proceedings including legal costs on a solicitor and own client basis incurred in exercising 3D Windows' rights under this clause.	19.11	The Customer shall have the right to request (by e-mail) from 3D Windows a copy of the information about the Customer retained by 3D Windows and the right to request that 3D Windows correct any incorrect information; and (b) That 3D Windows does not disclose any personal information about the Customer for the purpose of direct marketing.
6.4	The Customer acknowledges that Materials supplied may exhibit variations in shade, colour, texture, surface and finish, and may fade or change colour over time. 3D Windows will make every effort to match batches of product supplied in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur.	12.4	The Customer acknowledges that Materials supplied may exhibit variations in shade, colour, texture, surface and finish, and may fade or change colour over time. 3D Windows will make every effort to match batches of product supplied in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur.	12.5	The Customer irrevocably appoints 3D Windows and each director of 3D Windows as the Customer's true and lawful attorney(s) to represent the Customer in all legal proceedings including legal costs on a solicitor and own client basis incurred in exercising 3D Windows' rights under this clause.	19.12	The Customer shall have the right to request (by e-mail) from 3D Windows a copy of the information about the Customer retained by 3D Windows and the right to request that 3D Windows correct any incorrect information; and (b) That 3D Windows does not disclose any personal information about the Customer for the purpose of direct marketing.
6.5	The Customer acknowledges that where an anodised surface finish has been selected, slight colour variation may occur between the main unit frame and any installation trims used due to the difference in aluminium alloys available and manufacturing standards and tolerances shall not be deemed to be a defect in the Materials.	12.4	The Customer acknowledges that where an anodised surface finish has been selected, slight colour variation may occur between the main unit frame and any installation trims used due to the difference in aluminium alloys available and manufacturing standards and tolerances shall not be deemed to be a defect in the Materials.	12.6	The Customer irrevocably appoints 3D Windows and each director of 3D Windows as the Customer's true and lawful attorney(s) to represent the Customer in all legal proceedings including legal costs on a solicitor and own client basis incurred in exercising 3D Windows' rights under this clause.	19.13	The Customer shall have the right to request (by e-mail) from 3D Windows a copy of the information about the Customer retained by 3D Windows and the right to request that 3D Windows correct any incorrect information; and (b) That 3D Windows does not disclose any personal information about the Customer for the purpose of direct marketing.
6.6	The Customer acknowledges that Materials supplied may: (a) fade or change colour over time; and (b) expand, contract or distort as a result of exposure to heat, cold, weather; and (c) mark or stain if exposed to certain substances; and (d) be damaged or disfigured by impact or scratching.	12.4	The Customer acknowledges that Materials supplied may: (a) fade or change colour over time; and (b) expand, contract or distort as a result of exposure to heat, cold, weather; and (c) mark or stain if exposed to certain substances; and (d) be damaged or disfigured by impact or scratching.	12.7	The Customer irrevocably appoints 3D Windows and each director of 3D Windows as the Customer's true and lawful attorney(s) to represent the Customer in all legal proceedings including legal costs on a solicitor and own client basis incurred in exercising 3D Windows' rights under this clause.	19.14	The Customer shall have the right to request (by e-mail) from 3D Windows a copy of the information about the Customer retained by 3D Windows and the right to request that 3D Windows correct any incorrect information; and (b) That 3D Windows does not disclose any personal information about the Customer for the purpose of direct marketing.
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