

#### GLAZING 3/ **CHANNELS**



#### AZD2/

For supporting free standing glass balustrades, using 10, 12 or 15mm thick toughened glass. Designed for use on timber decks using two rows of exposed fixings, or on concrete decks using a central row of fixings. May be used with SRA, SRB or SRE retained back seals, depending on glass thickness. Use endcaps ACD, refer to page 8. Suitable for pool fencing.

#### EZF/

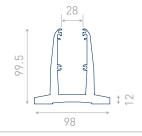
For supporting free standing glass balustrades, using 10, 12 or 15mm thick toughened glass. Designed for use on timber decks and concrete substrates. Use endcaps ECF, refer to page 8. Suitable for pool fencing

#### EZM/

For supporting free standing glass balustrades, using 10,12 or 15mm thick toughened glass. It is designed for use on parapets, and if correctly installed, the creation of toeholds may be avoided. It may also be used for some full height balustrades, subject to relative design criteria. Use endcaps ECM, refer to page 8.

#### DZC/

For miscellaneous glazing applications. Glazing pocket width = 14mm Glazing pocket depth = 21mm Accepts SRR retained gasket and SWL/5 wedge for use with 6mm glass. With 8mm glass use SWL/10 wedge and with 10mm glass use SWL/15 wedge. Not suitable for 12mm glass.



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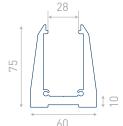
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## 4/ TOP RAILS FOR FRAMELESS BALUSTRADES



#### 54 ROUND OUTER TOP RAIL RRS/

Single piece designed for frameless glass balustrades. To be siliconed to top edge and at joints use inner spigot RJS. RRS accepts SRD retained gaskets, and two 8 gauge screws for endplates. Use endcaps RCS or wall plate RWT. Refer to page 8 and 9.

#### SQUARE OUTER TOP RAIL ARN/

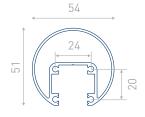
Designed for frameless glass balustrades, To be siliconed to top edge of glass and at joints use inner spigot DIS4. Accepts two 8 gauge screws for endplates. Use endcap ARNE or wallplate ARNC. Refer to page 8 and 9.

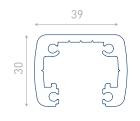
#### TOP RAIL JOINTER RJS/

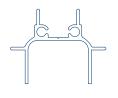
Insert spigot for RRS outer top rail where joins occur in outer top rail. It is recommended that 300mm is allowed on each side of a join.

#### DIS4/ INSERT SPIGOT

For joins when using ARN outer top rail. It is recommended that 300mm is allowed each side of a join.











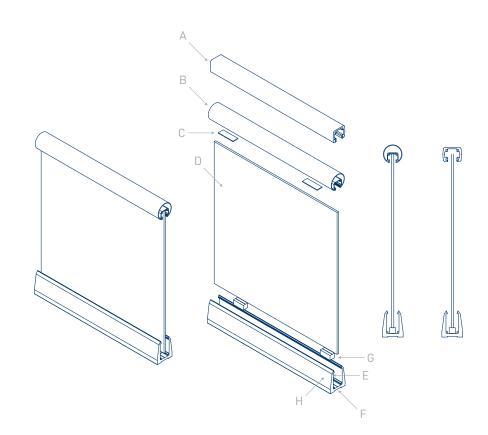




#### EZM/ GLAZING CHANNEL, MEDIUM\

For supporting free standing glass balustrades, using 10,12 or 15mm thick safety glass. It is designed for use on parapets, and if correctly installed, the creation of toeholds may be avoided. It may also be used for some full height balustrades, subject to relative design criteria.

- A ARN alternative top rail option
- B Top rail RRS or (alternative ARN top rail) to be silicon bonded to top edge of glass and glazed with wedge gaskets on each side of glass: Codes SWL/10 for 10mm glass, SWL/12 for 12mm glass and SWL/15 for 15 mm glass.
- C SBC 3mm packers at 600mm centre's to separate top rail from the glass.
- D Toughened glass panels of appropriate thickness. All exposed edges to be flat polished.
- E Non Shrink grout as supplied by Axiom Design. To be poured into cavity to within 5mm of channel top edge. A silicone seal to be applied once grout has fully dried to seal the grout and to shed water.
- F Where prevention of moisture ingress into the substrate is critical, obtain specialist advice on waterproofing.
- G SBM setting blocks. One at each end of every glass panel.
- EZM glazing channel to be continuous wherever practical.
  Joints should align with glass panel joints wherever the substrate is not perfectly rigid.



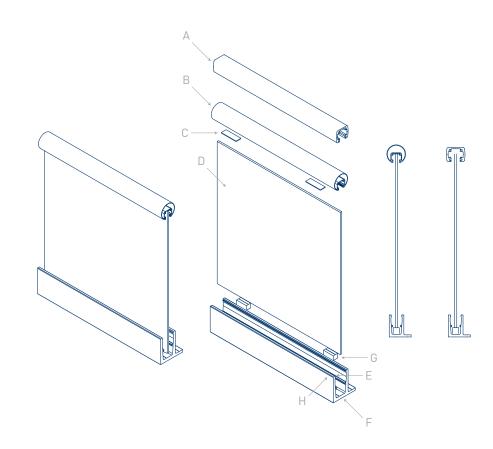
## 6/ ASSEMBLY DETAILS



#### EZF/ GLAZING CHANNEL

For supporting free standing glass balustrades, using 10, 12 or 15mm thick safety glass.

- A ARN alternative top rail option
- B Top rail RRS or (alternative ARN top rail) to be silicon bonded to top edge of glass and glazed with wedge gaskets on each side of glass: Codes SWL/10 for 10mm glass, SWL/12 for 12mm glass and SWL/15 for 15 mm glass.
- C SBC 3mm packers at 600mm centre's to separate top rail from the glass.
- D Toughened glass panels of appropriate thickness. All exposed edges to be flat polished.
- E Non Shrink grout as supplied by Axiom Design. To be poured into cavity to within 5mm of channel top edge. A silicone seal to be applied once grout has fully dried to seal the grout and to shed water.
- F Where prevention of moisture ingress into the substrate is critical, obtain specialist advice on waterproofing.
- G SBS setting blocks. One at each end of every glass panel.
- H EZF glazing channel to be continuous wherever practical.
  Joints should align with glass panel joints wherever the substrate is not perfectly rigid.



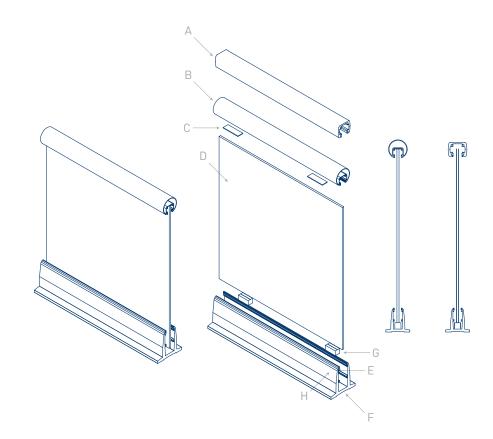
## 7/ ASSEMBLY DETAILS



#### AZD/ GLAZING CHANNEL

For supporting free standing glass balustrades, using 10, 12 or 15mm thick safety glass. Designed for use on timber decks using two rows of exposed fixings, or on concrete decks using a central row of fixings. May be used with SRA, SRB or SRE retained back seals, depending on glass thickness.

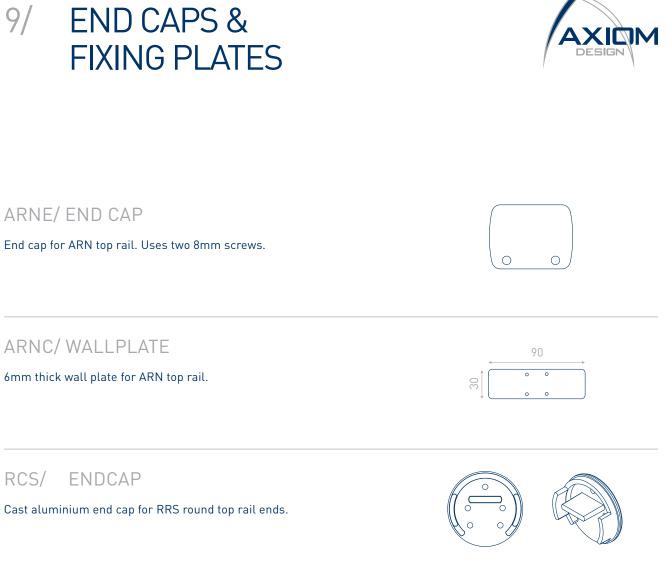
- A ARN alternative top rail option
- B Top rail RRS or (alternative ARN top rail) to be silicon bonded to top edge of glass and glazed with wedge gaskets on each side of glass: Codes SWL/10 for 10mm glass, SWL/12 for 12mm glass and SWL/15 for 15 mm glass.
- C SBC 3mm packers at 600mm centre's to separate top rail from the glass.
- D Toughened glass panels of appropriate thickness. All exposed edges to be flat polished.
- E Non Shrink grout as supplied by Axiom Design. To be poured into cavity to within 5mm of channel top edge. A silicone seal to be applied once grout has fully dried to seal the grout and to shed water.
- F Where prevention of moisture ingress into the substrate is critical, obtain specialist advice on waterproofing.
- G SBS setting blocks. One at each end of every glass panel.
- H AZD glazing channel to be continuous wherever practical.
  Joints should align with glass panel joints wherever the substrate is not perfectly rigid.





## 8/ END CAPS &





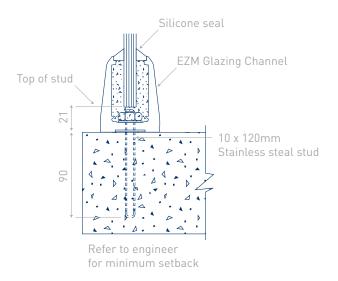


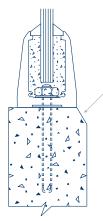
## 10/ CHANNEL FIXING DETAILS TO CONCRETE



#### EZM/ GLAZING CHANNEL, MEDIUM

For supporting free standing glass balustrades, using 10,12 or 15mm thick toughened glass. It is designed for use on parapets, and if correctly installed, the creation of toeholds may be avoided. It may also be used for some full height balustrades, subject to relative design criteria.





Concrete parapet to eliminate toehold on the inside where applicable

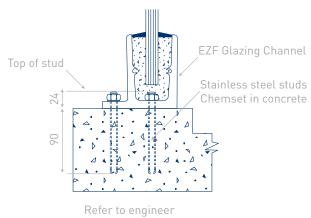
Refer to engineer for minimum setback

## 11/ CHANNEL FIXING DETAILS TO CONCRETE



#### EZF/ GLAZING CHANNEL

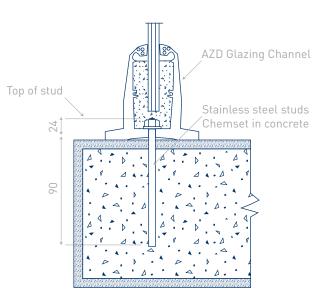
For supporting free standing glass balustrades, using 10, 12 or 15mm thick toughened glass. Use ECF endcaps.



Refer to engineer for minimum setback

#### AZD/ GLAZING CHANNEL

For supporting free standing glass balustrades, using 10, 12 or 15mm thick toughened glass. Designed for use on timber decks using two rows of exposed fixings, or on concrete decks using a central row of fixings. May be used with SRA, SRB or SRE retained back seals, depending on glass thickness.



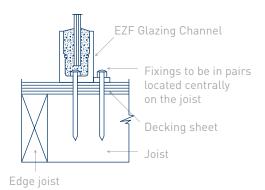
Refer to engineer for minimum setback

## 12/ CHANNEL FIXING DETAILS TO TIMBER



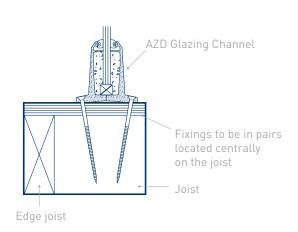
#### EZF/ GLAZING CHANNEL

For supporting free standing glass balustrades, using 10, 12 or 15mm thick toughened glass. Use ECF endcaps.



#### AZD/ GLAZING CHANNEL

For supporting free standing glass balustrades, using 10, 12 or 15mm thick toughened glass. Designed for use on timber decks using two rows of exposed fixings, or on concrete decks using a central row of fixings. May be used with SRA, SRB or SRE retained back seals, depending on glass thickness.





## 15/ SEMI FRAMELESS POST SECTION



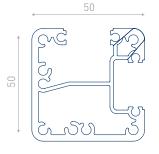
#### APR/ INLINE GLAZING POST

Post with glazing recess on both sides. An EKM bracket must be used to provide vertical support to glass. Glazing pocket width = 19.6mm Glazing pocket depth = 24.0mm Accepts AIR infill to blank off recess if required. 10 gauge screw flutes.

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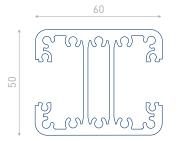
#### APQ2/ CORNER RECESSED POST

Post with glazing recesses on adjacent faces for corner applications. An EKM bracket must be used to support glass on the larger recess and an EKMQ bracket on the shallow recess side. Glazing pocket width = 19.6mm Glazing pocket depth = 24.0mm (large recess) Glazing pocket depth = 13.0mm (small recess) Accepts AIR infill to blank off recess if required. 10 gauge screw flutes.



#### APE/ HEAVY DUTY INLINE RECESSED GLAZING POST

Extra heavy duty post with glazing recess on both sides. An EKM bracket must be used to provide vertical support to glass. Suitable for applications requiring higher protection e.g. 1700mm high. Glazing recess width = 19.6mm Glazing recess depth = 24.0mm Accepts AIR infill to blank off recess if required 10 gauge screw flutes



## 16/ POST INFILL SECTION



#### AIR/ INFILL FOR GLAZING POSTS

Clips into the glazing recess of APR, APQ and APE post to blank off where required.

#### DIA/ INFILL ADAPTOR

Slides into the mouth of DRL2, DZT3. PZT and RRS rails as a blank.



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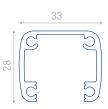
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## **GLAZING RAIL**

#### DRL2/ LOWER RAIL

Can be used as a small glazing section with use of retained and wedge gaskets. Also accepts DIA insert as an infill. Accepts 8 gauge screws for endplates. Use DAL Endcaps. Refer to page 20.

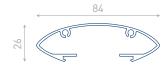


### 17/ OUTER TOP RAILS FOR SEMI FRAMELESS BALUSTRADES



#### ART/ ELLIPTICAL OUTER TOP RAIL

Clip fits to DRH or PZT inner rails to form a continuous top rail. Accepts two 8 gauge screws endplates. Uses ACT endcaps.



#### PRR/ PROVENCE OUTER TOP RAIL

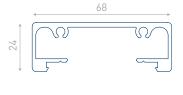
Clip fits to DRH or PZT inner rails to form a continuous top rail. Accepts two 8 gauge screws for endplates. Uses PRCT endcaps.

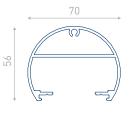
#### ARC/ ROUND OUTER TOP RAIL

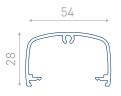
Clip fits to DRH or PZT inner rails to form a continuous top rail. Accepts one central 8 gauge screw for endplates. Uses ACC endcaps.

#### DRT/ DÉCOR OUTER TOP RAIL

Clip fits to DRH or PZT inner rails to form a continuous top rail. Accepts one central 8 gauge screw for endplates. Uses DCT endcaps. Refer to page 20.







### 18/ INNER TOP RAILS FOR SEMI FRAMELESS BALUSTRADES



#### PZT/ LOW PROFILE INNER GLAZING RAIL

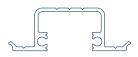
For top rail glass insertion. Compatible with top rails –ARC, ART, DRT3 and PRR. Accepts SRD retained gasket on both sides. Two 8 gauge screw pipes.

DRH/ INNER TOP RAIL - NON GLAZE

Inner with a flat underside except for a 19x1.0 recess. Compatible with top rails – ARC, ART, DRT3 and PRR. Accepts two 8 gauge screws.

DIS3/ INSERT SPIGOT

For joins in DRL2 lower rail.





## 19/ COMPONENTS



## ENDCAPS

ACC/ CAP, ROUND TOP RAIL

Cast aluminium end cap for ARC top rail ends.

ACT/ CAP, TOP RAIL

Cast aluminium end cap for ART top rail ends.

#### ACPE/ POST CAP

Machined from extruded aluminium. To fit on APE recessed post. The prongs below the cap fit into the screws ports of the post. Secure to post with a small amount of silicone or adhesive on the prongs.

#### ACPR/ POST CAP

As per description of the ACPE cap, except for use on APR and APQ2.

#### ACWT/ WALLPLATE

Flat wall plate, screws to end of ARC and inner rail and then to wall or column. For perpendicular applications only. 6.5mm holes to wall. 6mm thick plate.

#### DAE/ BLANK END CAP

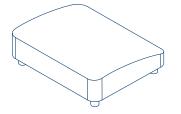
To blank off APE recessed post. Countersunk holes for 10gauge screws. 3mm thick plate.

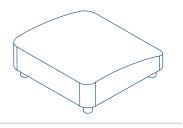


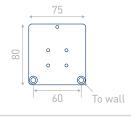
















DAL/ END CAP

To blank off ends of DRL2 Lower Rail. 6mm thick plate.

20/ COMPONENTS

DCP/ POST CAP

Cast aluminium cap for push fit to top of APR and APQ recessed posts. Lower edge comes 13mm below post top and peak is 12mm above top.

VAP/ ENDCAP

Same as the DAP end cap. To blank off APR and APQ recessed post ends. Countersunk holes for 10gauge screws. 3mm thick plate.

#### PRCT/ ENDCAP

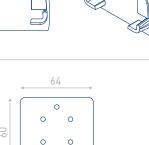
Cast aluminium end cap for PRR top rail ends.

DCT/ END CAP

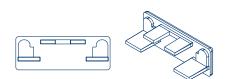
Cast aluminum end cap for DRT top rails.



Flat wall plate screws to end of DRT and inner rail and then to wall or column. 6mm thick plate. 6.5mm dia holes to wall.











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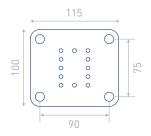
50 To wall

## 21/ BASE PLATES



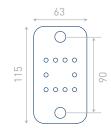
#### DBEA/ BASE PLATE FOR APE POST

For use with APE post only. 115mm edge is normally transverse to the rail. 12mm thick plate. Has 4 x 12mm dia holes for fixings.



#### VBWH/ NARROW BASE PLATE

For use with APR and APQ recessed posts where two fixings are sufficient. 12mm thick. Has 2 x 13.0mm holes for fixings.



#### VBYB/ REGULAR BASE PLATE

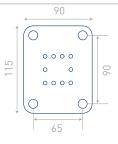
For use with APR and APQ recessed posts. 12mm thick. Has 4 x 8.5mm holes for fixings. The 115mm edge is transverse to the rail.

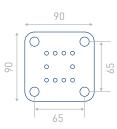
#### VBZA/ SQUARE BASE PLATE

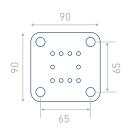
For use with APR and APQ recessed posts. 12mm thick. Has 4 x 12.0mm holes for fixing.

#### VBZB/ SQUARE BASE PLATE

Same as VBZA except has 4 x 8.5mm holes for fixing.





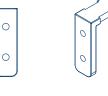


## 22/ GLASS SUPPORT BRACKETS



#### **EKM/ GLASS MOUNT BRACKET** 19 For attaching within the glazing recess of the APR, APQ and APE posts to provide 0 vertical support to the lower edge of the glass. Use a rubber pad SBC or SBG (not 0 included, refer to page 23) to separate glass and metal. 6mm thick angle. 0 EKMQ/ CORNER GLASS MOUNT BRACKET Similar to standard EKM but used on the shallow recess of APQ post. Two 5.5mm dia holes will need to be drilled to suit orientation of APQ post. 6mm thick angle EKM22L/ DEVIATION GLASS MOUNT BRACKET Left hand deviation. 0 These brackets are similar to the EKM brackets, except used when the glass is 0 meeting the post face at approximately 22.5degrees off square. 6mm thick angle. 0 EKM22R/ DEVIATION GLASS MOUNT BRACKET Same as EKM22L except for right hand deviation. 0 0 EKMZ/ GLASS MOUNT BRACKET

Typically used for the same purpose as a standard EKM except to fit with the vertical flange. 6mm thick angle.





For attaching DRL2 lower rail extrusion to certain post types. Has slotted grub screw.





#### SBC/ SETTING BLOCK

Used as a setting block on top of glass when attaching a top rail with silicone and can be used when using EKM type glass mount brackets. Size 3 x 10 x 25mm, self adhesive.

#### SBG/ SETTING BLOCK

Use on top of EKM type glass mount brackets to separate glass from metal. Size 5 x 9 x 25mm, self adhesive.

#### SBM/ SETTING BLOCK

For supporting glass in EZM channel. Size 25 x 25x 12mm

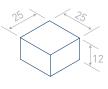
#### SBS/ SETTING BLOCK

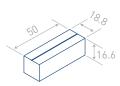
For supporting glass in AZD and EZF channel. Size 50 x 18.8 x 16.6mm











## 24/ NON STOCK ITEMS



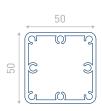
#### DPE/ EXTRA HEAVY DUTY HOLLOW POST

Hollow post for heavy duty applications. 50mm face is kept transverse to rail. Use DBEA base plate. 10gauge screws.



#### DPH/ HEAVY DUTY HOLLOW POST

Hollow post for heavy duty applications. 10gauge screws.

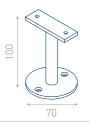


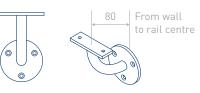
#### DHT/ HANDRAIL BRACKET

Stainless steel staunchion for mounting hand rails to parapet tops.



Stainless steel bracket for mounting handrails to vertical wall faces.





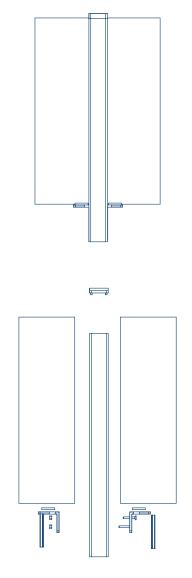


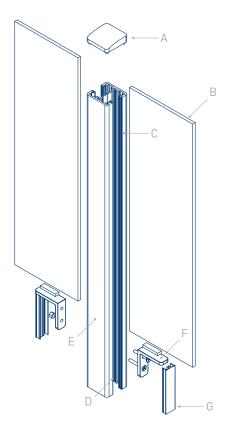
## 25/ ASSEMBLY DETAILS FOR SEMI FRAMELESS BALUSTRADES



#### VETRO/

- A ACPR end cap. Locating pins fit into screw flutes.
- B Safety glass. Thickness depends on post spacings and relevant conditions. Exposed edges to be flat polished.
- C SRE retained gasket to outer faces of glass, for 8mm, 10mm or 12mm glass. Must be slid in prior to assembly.
- D Wedge gasket to inner face of glass, either SWL/5 for 8mm glass, SWL/10 for 10mm glass or SWL/15 for 12mm glass.
- E APR recessed post. On corners use APQ corner recessed post.
- F EKM bracket with additional SBG or SBC setting block to support glass. For intermediate posts, drill 5.5mm holes and fix brackets back to back through the web of the post with two sets M5 x 20mm stainless steel screws, washers and nyloc nuts. For further detail of bracket attachment for inline, end and corner posts, refer to Post Assembly Details on pages 28 & 29.
- G AIR infill between bracket and end of post.



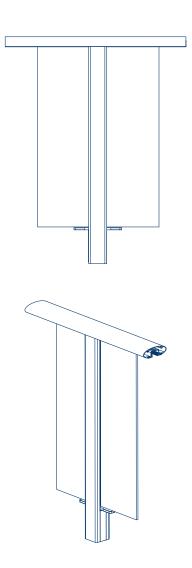


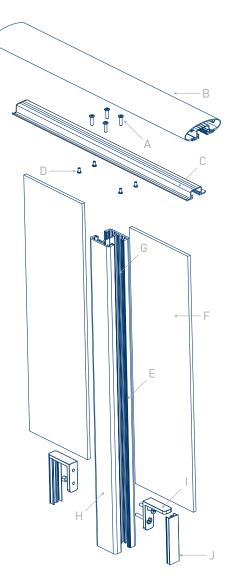
## 26/ ASSEMBLY DETAILS FOR SEMI FRAMELESS BALUSTRADES



#### METROPOLIS/

- A 19gauge x 19mm screws. 2 per rail end. Holes size in rail 5.5mm dia.
- B ART outer top rail. Refer to page 17 for Top Rail options.
- C PZT inner top rail.
- D Rivets. One pair within 150mm from end panels ends, and at 1000mm maximum centers between, and on either side of joints in outer top rail. Hole size for rivets 3.3mm dia.
- E SRD retained gasket.
- F Safety glass, 6, 8 or 10mm thick depending on post spacing and conditions. Exposed edges to be flat polished.
- G SRB retained gasket for 6mm glass or SRE retained gasket for 8 and 10mm thick glass. Must be slid into post prior to assembly. SWL/6 wedge gasket for 6mm glass, SWL/5 for 8mm glass and SWL/10 for 10mm glass.
- H APR post.
- EKM bracket with additional SBG or SBC setting block to support glass. For intermediate posts, drill 5.5mm holes and fix brackets back to back through the web of the post with two sets of M5 x 20mm stainless steel screws, washers and nyloc nuts. For further detail of bracket attachment for inline, end and corner posts, refer to Post Assembly Details on pages 28 & 29.
- J AIR infill between bracket and end of post.



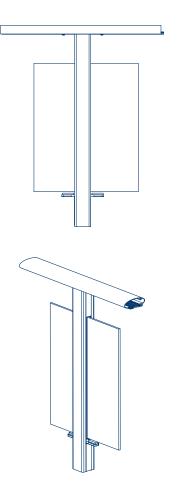


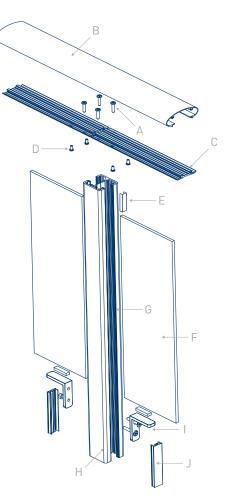
## 27/ ASSEMBLY DETAILS FOR SEMI FRAMELESS BALUSTRADES



#### SPECTRA/

- A 19gauge x 19mm screws. 2 per rail end. Holes size in rail 5.5mm dia.
- B ART outer top rail. Refer to page 17 for Top Rail options.
- C DRH inner top rail.
- D Rivets. One pair within 150mm from end panels ends, and at 1000mm maximum centers between, and on either side of joints in outer top rail. Hole size for rivets 3.3mm dia.
- E AIR infill between glass and top rail.
- F Safety glass, 6, 8 or 10mm thick depending on post spacing and conditions. Exposed edges to be flat polished.
- G SRB retained gasket for 6mm glass or SRE retained gasket for 8 and 10mm thick glass. Must be slid into post prior
- H APR post.
- EKM bracket with additional SBG or SBC setting block to support glass. For intermediate posts, drill 5.5mm holes and fix brackets back to back through the web of the post with two sets of M5 x 20mm stainless steel screws, washers and nyloc nuts. For further detail of bracket attachment for inline, end and corner posts, refer to Post Assembly Details on pages 28 & 29.
- J AIR infill between bracket and end of post.



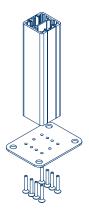




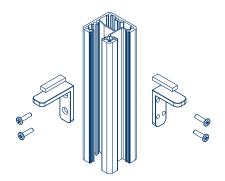


POST TO BASE PLATE/

Base plate must have all screws inserted to insure strength requirements. Screws supplied by Axiom for this purpose.



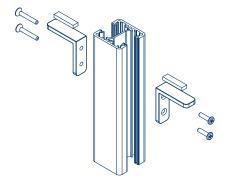
APQ/ CORNER POST ASSEMBLY



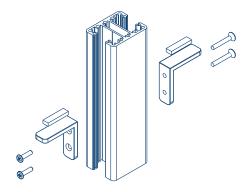




APR/ INLINE POST ASSEMBLY



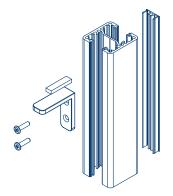
APE/ INLINE POST ASSEMBLY



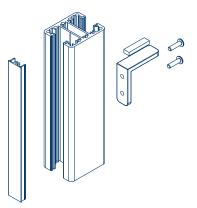




APR/ STOP END POST ASSEMBLY



APE/ STOP END POST ASSEMBLY





## 33/ MODULAR FULLY FRAMED BALUSTRADE SYSTEM HANDRAIL OPTIONS



ELEGANCE/

Height = 30mm Width = 79mm



#### LINEAR/

Height = 24mm Width = 67mm



NOVUS/

Height = 46mm Width = 140mm



#### 76 ROUND/

Diameter = 76mm



#### TRADITIONAL/

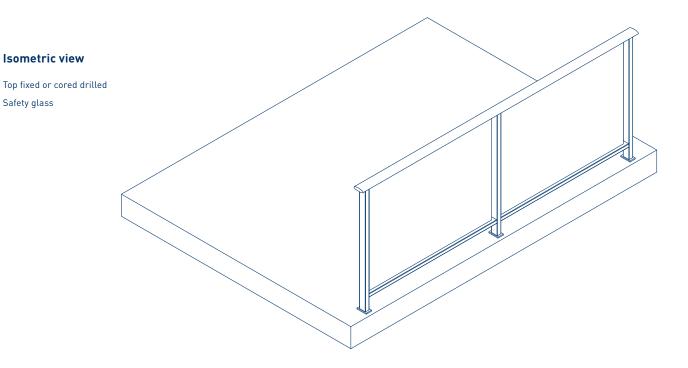
Height =48mm Width = 70mm

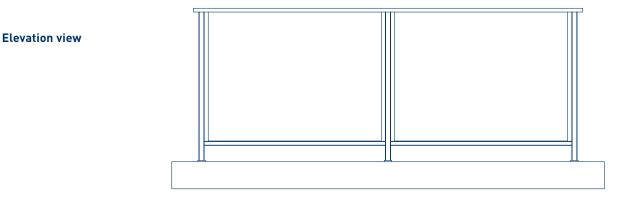


## 34/ MODULAR FULLY FRAMED BALUSTRADE SYSTEM



VISTA/





## 35/ ASSEMBLY DETAILS FOR FULLY FRAMED BALUSTRADE SYSTEM



Concealed Fixing VISTA/ Ô "Elegance" Elliptical Handrail Shown Undercap Other handrails Refer to page 38. • Round top • Slimline Traditional Novus Linear Post - Safety Glass **Glazing Gasket** Baseplate Bottom Rail (Secured by concealed fixing)

## 36/ MODULAR FULLY FRAMED BALUSTRADE SYSTEM



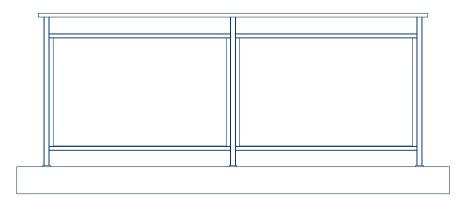
CLASSIC/

#### **Isometric view**

- Top fixed or cored drilled
- Safety glass

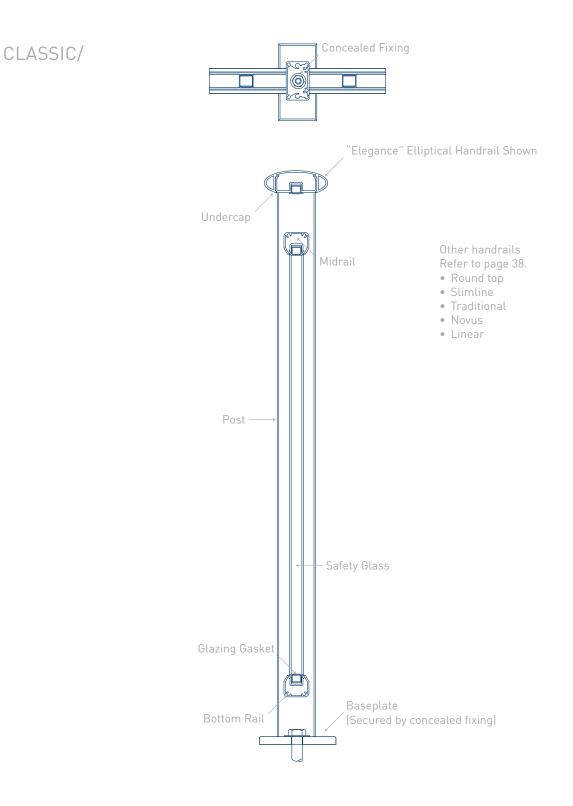


• Has midrail



## 37/ ASSEMBLY DETAILS FOR FULLY FRAMED BALUSTRADE SYSTEM





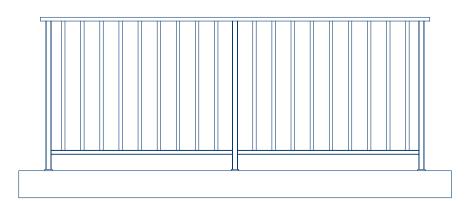
## 38/ MODULAR FULLY FRAMED BALUSTRADE SYSTEM



#### SETTLER/

#### **Isometric view**

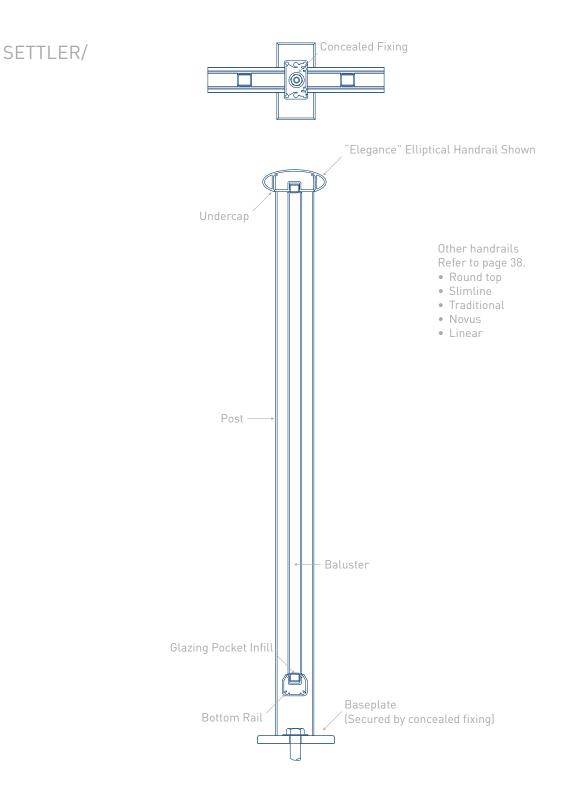
- Top fixed or cored drilled
- Aluminium balusters



#### **Elevation view**

## 39/ ASSEMBLY DETAILS FOR FULLY FRAMED BALUSTRADE SYSTEM





## 40/ MODULAR FULLY FRAMED BALUSTRADE SYSTEM



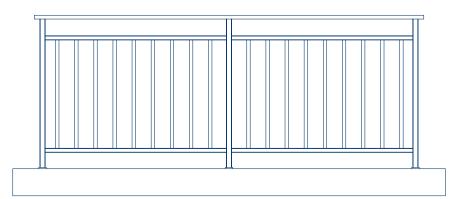
#### HERITAGE/

#### **Isometric view**

- Top fixed or cored drilled
- Aluminium balusters

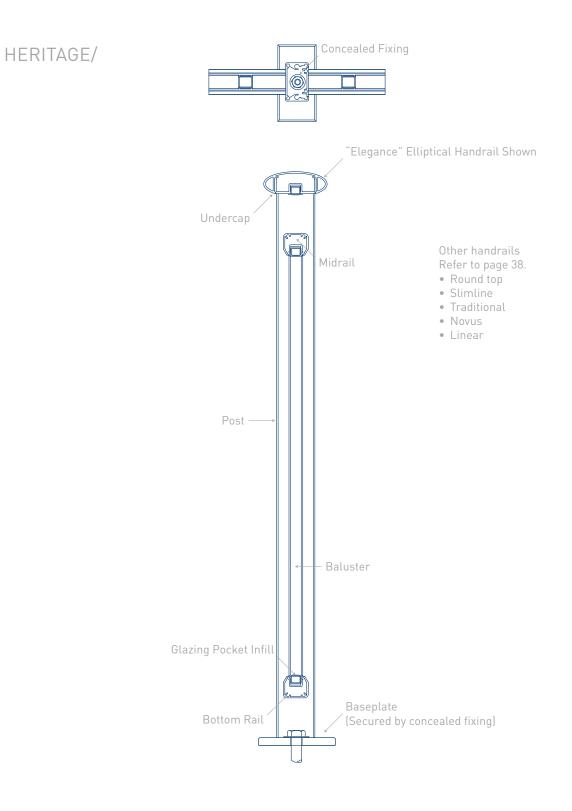


• Has midrail



## 41/ ASSEMBLY DETAILS FOR FULLY FRAMED BALUSTRADE SYSTEM





## 42/ TERMS & CONDITIONS



#### GENERAL/

The terms and conditions of the agreement between Axiom Design ABN 16 792 168 217 ("Axiom Design") and the customer ("Customer") are those set out below as amended with the written agreement of Axion Design from time to time and those, if any, which are implied and which cannot be excluded by law ("Terms"). Any other contractual terms of the Customer (whether upon the Customer's order or elsewhere) which are contrary to or inconsistent with these Terms shall not apply nor shall they constitute a counter-offer. By receiving delivery and/or supply of all or a portion of the goods, materials and/ or parts and/or labour and/or services supplied by Axiom Design under these Terms ("Goods"), the Customer shall be deemed to have accepted these Terms and to have agreed that they shall apply to the exclusion of all others.

#### RISK AND PRICING/

Unless otherwise specified by Axiom Design, prices exclude the following, which must be paid by the Customer in addition to the price:-

- (A) Any statutory tax, including any GST, duty or impost levied in respect of the Goods and which has not been allowed for by Axiom Design in calculating the price.
- (B) Costs and charges in relation to insurance, packing (other than the standard packing of Axiom Design), crating, delivery (whether by road, rail, ship or air) and export of the Goods.

#### CREDIT TERMS/

- (A) Unless otherwise stated in writing by Axiom Design, payment is due within thirty (30) days of the end of the calendar month in which the invoice was rendered in respect of the supply of the Goods.
- (B) If the Customer fails to settle an invoice by the due date for payment then any discounts granted by Axiom Design to the Customer in respect of that invoice shall cease to apply.
- (C) The Customer is liable for all legal costs (on a full indemnity basis) and all reasonable expenses (including contingent expenses such as debt collection commission) incurred by Axiom Design for the enforcement of obligations and recovery of monies due from the Customer to Axiom Design.

#### DELIVERY & SUPPLY/

- (A) Any times quoted for delivery and/or supply are estimates only and are subject (amongst other things) to Axiom Design's ability to procure the relevant Goods within the estimated time.
- (B) Axiom Design shall not be liable for failure to deliver/supply, or for any delay in delivery/supply.
- (C) The Customer shall not be relieved of any obligation to accept or pay for Goods by reason of any delay in delivery/ supply or dispatch. Axiom Design reserves the right to stop delivery/supply at any time if the Customer fails to comply with the Terms.
- (D) Axiom Design may refuse to supply any order by the Customer for Goods in its absolute discretion and may make acceptance of an order subject to conditions, including without limitation a condition that Axiom Design receives receiving a satisfactory credit assessment of the Customer.
- (E) If the Customer directs that delivery of the Goods be staggered over different times or to different addresses from those specified in these Terms, then the Customer shall be liable for any additional cost, charge and expense incurred by Axiom Design in complying with the Customer's direction.
- (F) The Customer is deemed to accept delivery of the Goods when the Goods are loaded onto transport arranged by or on behalf of the Customer at Axiom Design's warehouse.

## 43/ TERMS & CONDITIONS



#### PROPERTY/

- (A) Until full payment has been made for all Goods ordered by the Customer, and any other outstanding sums due by the Customer to Axiom Design:-
  - (i) The property in the Goods shall not pass to the Customer and the Customer shall hold the Goods as bailee for Axiom Design (returning the same to Axiom Design on request). The Goods shall nevertheless be at the risk of the Customer from the time of delivery/supply and the Customer must insure the Goods from the time of delivery/supply.
  - (ii) The Customer is only authorised to sell the Goods (or any portion of them) to third parties as the fiduciary agent of Axiom Design provided that there shall be no right to bind Axiom Design to any liability to such third party by contract or otherwise. All payments (direct or indirect) received from such third parties by the Customer for the Goods (or any portion of them) shall be held on trust for Axiom Design pursuant to the fiduciary relationship.
  - (iii) Axiom Design is irrevocably authorised to enter any premises where the Goods are kept, and to use the name of the Customer and to act on its behalf, if necessary, to recover possession of the Goods without liability for trespass or any resulting damage.
  - (iv) The Customer must ensure that its contracts with its customers contain provisions to recognise and protect Axiom Designs rights under these Terms.
- (B) In addition to any lien to which Axiom Design may, by statute or otherwise, be entitled, Axiom Design shall in the event of the Customer's insolvency, bankruptcy or winding up, be entitled to a general lien over all property or goods belonging to the Customer in Axiom Design's possession (although all or some of such property or goods may have been paid) for the unpaid price of any Goods sold or delivered to the Customer under this or any other contract.

#### RESTRICTIONS/

Subject to Part IV of the Trade Practices Act 1974:-

- (A) The Customer is prohibited from selling Goods on the international market without the express written consent of Axiom Design.
- (B) Axiom Design does not grant to the Customer exclusive rights to sell its Goods. Axiom Design reserves the right to authorise and/or supply additional persons/businesses in any market area that it deems necessary to adequately cover the market.

#### RETURNS, CANCELLATIONS AND CLAIMS/

- (A) The Customer shall not return any Goods to Axiom Design without obtaining prior authorisation from Axiom Design.
- (B) No returns will be accepted unless a copy of the relevant invoice is enclosed with the returned Goods. A list of the Goods returned including product descriptions, quantity, date of return and the Customer's name and 16858\d\terms and conditions-2007-11-08.doc Page 2 of 2 address must also be enclosed. Freight charges must be paid by the Customer. All Goods must be returned in their original condition in their original packaging and the Customer shall be responsible for all costs, expenses, losses, claims and damage suffered or incurred by Axiom Design in respect of the return shipment. Subject to Clause 77 a credit note will be issued by Axiom Design only after Goods returned are either collected by Axiom Design's authorised representative or agent or returned to it by the Customer as set out above. The Customer shall not deduct the amount of any anticipated credit from any payment due to Axiom Design but must await receipt of a credit note.
- (C) All goods returned must be of merchantable and reasonable quality such that the goods are complete in their original packaging, not shop-soiled and are still listed in the current price list.

## 44/ TERMS & CONDITIONS



- (D) If Axiom Design accepts the return of any Goods that have been ordered, that are not defective and that comply with the agreed specifications, Axiom Design may charge the Customer fifteen per cent (15%) of the invoice price as a handling fee with freight costs and risk remaining the responsibility of the Customer. (e) No cancellations or partial cancellation of an order by the Customer shall be accepted by Axiom Design unless it has first consented in writing to such cancellation or partial cancellation and will indemnify Axiom Design against all loss, without limitation. Cancellation will not be accepted on Goods that are not regular stock which are in the process of manufacture or ready for shipment.
- (F) Without limiting the foregoing, Axiom Design is under no obligation to accept the return of Goods and will incur no liability in respect of Goods where there has been any abnormal use of the Goods, any use of the Goods which does not comply with applicable industry standards or specifications provided in connection with the Goods or any installation of the Goods that does not comply with the relevant Australian Standard or The Building Code of Australia.
- (G) Without limiting the foregoing, Axiom Design is under no obligation to accept the return of Goods and will incur no liability in respect of Goods where the construction substrates upon which any Goods are to be affixed are unsuitable.

#### WARRANTIES AND INDEMNITY/

- (A) To the fullest extent permissible at law, the Customer agrees to indemnify Axiom Design and to keep Axiom Design indemnified from any and all claims, liabilities, losses, expenses, responsibility and damages (including legal fees and costs on a full indemnity basis) arising whether directly or indirectly out of or in relation to:-
  - (i) Any claim proceedings action liability or injury in relation to the Goods.
  - (ii) The Customer's conduct of its business operations.
  - (iii) The Customer's relationships with third parties.
  - (iv) Any breach of these Terms by the Customer.
  - (v) Any neglect, act, omission or default of the Customer or its directors, agents, employees, licensees or consultants in connection with the conduct of the Customer's business operations.
  - (vi) Any abnormal use of the Goods.
  - (vii) Any use of the Goods which does not comply with applicable industry standards or specifications provided in connection with the Goods.
  - (viii) Any installation of the Goods that does not comply with the relevant Australian Standard or The Building Code of Australia.
  - (ix) The construction substrates upon which any Goods are affixed being unsuitable.
- (B) The Customer agrees to indemnify and release Axiom Design from any and all claims, liabilities, responsibilities and damages and any cost or expense incurred by reason of any loss of life, or injury or claimed injury to any person (including any sub-contractor, employee or agent of the Customer) or property that may be sustained in connection with or arise out of the operation by the Customer of its business.
- (C) No warranties except those implied and that by law cannot be excluded are given by Axiom Design in respect of Goods supplied. Where it is lawful to do so, the liability of Axiom Design for a breach of a condition or warranty is limited to the repair or replacement of the Goods, the supply of equivalent Goods, the payment of the cost of repairing or replacing the Goods or acquiring equivalent Goods, as determined by Axiom Design.
- (D) The Customer acknowledges and warrants that it has relied on its own skill and judgment or, alternatively, on the skill and judgment of tradesmen and professional advisers retained by it to provide advice and assistance on the suitability of the Goods for specific purposes and procedures and, in this respect, shall indemnify Axiom Design from and against any suit, claim, demand or compensation which, but for these Terms, the Customer may have had against Axiom Design.
- (E) The Customer warrants to Axiom Design that it is purchasing Goods as the principal and not as an agent.
- (F) Axiom Design does not provide engineering certificates for construction substrates upon which any Goods are to be affixed.(G) The obligations created by this clause 8 will survive the expiry or termination of the relevant agreement between
- (G) The obligations created by this clause 8 will survive the expiry or termination of the relevant agreen Axiom Design and the Customer.





#### EQUITABLE CHARGE/

The Customer as beneficial owner and/or registered proprietor now charges in favour of Axiom Design all of the Customer's estate and interest in any real property (including but not limited to any applicable land owned by the Customer named or described as the Customer's Street Address in the Credit Application if applicable) ("Land") to secure payment of accounts rendered by Axiom Design to the Customer for the delivery and/or supply of the Goods including interest payable on these accounts and costs (including legal costs on a full indemnity basis) incurred by Axiom Design and including the costs to prepare and lodge a Caveat against the Land and to remove the Caveat.

#### LEGAL CONSTRUCTION/

- (A) These Terms shall be governed by and interpreted according to the laws of Victoria and Axiom Design and the Customer consent and submit to the jurisdiction of the Courts of Victoria.
- (B) Notwithstanding that any provision of the Terms may prove to be illegal or unenforceable pursuant to any statute or rule of law or for any other reason that provision is deemed omitted without affecting the legality of the remaining provisions and the remaining provisions of the Terms shall continue in full force and effect.