

Terms and Conditions of Supply

Stairmaster (Qld) Pty Ltd

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Version	June 2026

Queensland commercial terms of supply applying to quotations, orders, invoices, supply-only work, supply-and-install work, and approved credit account dealings.

1. Definitions

Australian Consumer Law means Schedule 2 to the Competition and Consumer Act 2010 (Cth).

BIF Act means the Building Industry Fairness (Security of Payment) Act 2017 (Qld).

Contract means the contract formed between Stairmaster and the Customer for the supply of Goods, Services or Works.

Customer means the person or entity requesting or accepting a quotation, order, supply of goods, services, installation, or credit from Stairmaster.

Goods means goods, products, stairs, balustrade, glass, hardware, timber, components or other materials supplied by Stairmaster.

Services means services supplied by Stairmaster, including measuring, detailing, manufacture, delivery, installation and related work.

Works means Goods and/or Services supplied by Stairmaster.

2. Application of these Terms

These Terms apply to all quotations, orders, invoices, supply-only work, supply-and-install work, variations, deliveries, installations and credit account dealings between Stairmaster and the Customer.

These Terms apply whether or not the Customer has an approved credit account.

These Terms are intended to operate as standalone terms of supply. Where the Customer has an approved credit account, guarantee, credit application or related document, those documents operate in addition to these Terms, but do not limit the application of these Terms unless Stairmaster expressly agrees otherwise in writing.

If there is an inconsistency between these Terms and any purchase order or customer document, these Terms prevail unless Stairmaster expressly agrees otherwise in writing.

3. Quotations and contract formation

A quotation is an invitation to the Customer to place an order and is not binding until accepted by Stairmaster.

A quotation is valid for 30 days unless withdrawn, varied or extended in writing.

All quotations are subject to site measure, detailing, site readiness, material availability, access and any assumptions stated in the quotation.

A Contract is formed when Stairmaster accepts the Customer's signed quotation, written acceptance, purchase order, payment of deposit, or other instruction to proceed.

Stairmaster may decline or suspend work if required information, deposit, guarantee, credit approval or site readiness requirements have not been satisfied.

Where the Customer has accepted a quotation but has not called the Goods up for manufacture, delivery or installation within 6 months of the date of acceptance, Stairmaster may re-quote the Goods to reflect current material, supply and manufacturing costs. The Customer may then proceed at the revised price, or cancel the order without penalty other than payment for any work already performed or materials already ordered. Until called up, a quotation does not commit Stairmaster to hold pricing, materials or production capacity for the Goods.

4. Scope of supply and exclusions

Unless expressly included in the quotation, the quoted scope excludes underside lining, under-stair framing, trimming or modification to walls, plastering, painting, staining, polishing, sealing, building work by other trades, council, private certifier or building approval, and rectification of existing structural or site defects.

Where no special design detail, drawing or specification is supplied by the Customer, Stairmaster may apply its standard design and detailing procedures.

The Customer must request clarification before acceptance if uncertain about Stairmaster's standard design, interpretation, finish or scope.

5. Site measure, detailing and variations

The Customer must ensure the site and stairwell are ready, accessible and sufficiently advanced for accurate measurement and installation.

If any stairwell, floor level, wall, abutment, opening, framing or surrounding structure changes after measure or detailing, the Customer must notify Stairmaster immediately.

Any additional cost, redesign, remanufacture, re-attendance or delay caused by changed site conditions, inaccurate information or customer/builder changes is payable by the Customer.

Variations may be quoted separately and must be accepted before Stairmaster is required to proceed, except where urgent practical site work is reasonably required to protect the Works or enable safe continuation.

6. Customer responsibilities and site readiness

The Customer must ensure safe and reasonable access, clear working areas, adequate lighting, power where reasonably required, suitable parking/loading access, and a site free from hazards and obstruction.

The Customer is responsible for ensuring that substructures, floors, walls, framing, plaster, fixings, supports and adjacent structures are suitable for the Works, including balustrade fixing and compliance loads.

Stairmaster is not a structural engineer and does not provide engineering advice. The Customer should obtain its own engineering advice where required and must not rely on any general comment by Stairmaster as engineering advice.

If the site is not ready, safe or suitable, Stairmaster may delay, suspend or reschedule the Works and may charge reasonable re-attendance, storage, administration, labour or delay costs.

Stairmaster is not responsible for delay or additional cost caused by other trades, unfinished plastering, staining, painting, polishing, flooring, wet areas, structural movement, lack of access or unsafe site conditions.

7. Supply only

For supply-only orders, risk passes to the Customer on collection, loading, delivery or when the Goods are made available for collection, whichever occurs first.

The Customer must inspect Goods promptly and notify Stairmaster in writing of any visible defect, shortage or damage within 3 business days of delivery or collection.

Stairmaster is not responsible for damage, deterioration, incorrect storage, exposure, misuse, handling by others, installation by others or site damage occurring after risk has passed.

8. Supply and install

For supply-and-install work, Stairmaster will perform the Works in accordance with the Contract, subject to site readiness, normal construction tolerances, supplier availability and matters outside Stairmaster's reasonable control.

Stairmaster is responsible for its workmanship, but is not responsible for defects or damage caused by other trades, site movement, unsuitable structures, customer-supplied materials, lack of maintenance, exposure, impact, misuse, or work performed by others.

Where the Works include components supplied by third-party suppliers, Stairmaster may reasonably require time for supplier inspection, advice, repair or replacement.

9. Staged works, deferred components and invoicing

The parties acknowledge that some Works may be carried out over more than one attendance or over more than one day. Stairmaster will not treat an installation as complete merely because an installer has finished work for the day where the Works are continuing in the ordinary course of Stairmaster's installation program.

However, where a separable part or stage of the Works has been supplied, installed, completed, made available for use, or completed to the extent reasonably possible, Stairmaster may invoice that part or stage in accordance with the Contract.

Without limitation, where stairs are supplied and/or installed but balustrade, glass, handrails or associated works are delayed, deferred or unable to be completed because of staining, painting, polishing, plastering, unfinished surrounding works, unsafe or unsuitable site conditions, builder sequencing, customer request, lack of access, or any other matter outside Stairmaster's reasonable control, Stairmaster may invoice the stair component when supplied and/or installed.

The remaining component may be invoiced when supplied, installed, delivered, made available, or otherwise becomes payable under the Contract.

The Customer must pay all undisputed amounts by the due date and must not withhold payment for a completed separable part or stage merely because another part or stage is scheduled, deferred, delayed, incomplete, or unable to proceed for reasons unrelated to the completed part or stage.

Where Goods have been manufactured and are ready for delivery or installation, Stairmaster may invoice the supply of those Goods, and payment falls due in accordance with these Terms, whether or not installation has taken place. Where the Works are supply-and-install and the price is not split between supply and installation, the amount invoiced on completion of manufacture will be a reasonable proportion of the total price reflecting the manufactured Goods, with the balance (including Stairmaster's reasonable installation component) invoiced when installation is carried out.

If installation or delivery is deferred at the Customer's request, or because the site is not ready or accessible, Stairmaster will hold the completed Goods for up to 30 days. After that period Stairmaster may, acting reasonably, charge reasonable storage costs and/or deliver the Goods to the site or the Customer's nominated address, after which risk in the Goods passes to the Customer. Stairmaster will take reasonable care of any Goods it stores, but the Customer remains responsible for payment of all amounts due for manufactured Goods regardless of when installation occurs.

10. Incomplete or staged installation safety

Where the Works are carried out over more than one day or attendance, or are staged, deferred or incomplete, a stair, landing or opening may be left installed or partly installed before balustrade, handrails, edge protection or other safety components are installed or completed.

Stairmaster will take reasonable steps within its control to restrict access to an incomplete or partly installed stair while staged works are in progress, such as blocking off the base of the stair and displaying "do not use" or warning signage.

Because Stairmaster does not control the site and has no authority to install edge protection or other permanent safety measures to structures controlled by others, the Customer acknowledges and agrees that the Customer, builder or head contractor responsible for the site is responsible for securing the stairwell, opening, void, access and egress between attendances, and for providing and maintaining edge protection, temporary barriers, covers, warning signage or other protection reasonably required to prevent falls or injury.

Nothing in this clause limits or affects Stairmaster's own work health and safety obligations in respect of work performed by Stairmaster while on site.

11. Timber, finishing and natural materials

Timber is a natural product. Colour, grain, movement, shrinkage, minor checking and natural variation may occur and are not defects unless outside applicable standards or reasonable workmanship tolerances. Even for a single named species, such as spotted gum or blackbutt, colour, grain and appearance can vary depending on the source, batch and individual boards.

Unless expressly included in the quotation, finishing, painting, staining, sealing and polishing are by others.

The Customer should seal, stain or paint timber promptly after installation. For polish grade timber, Stairmaster recommends a sealer coat within 48 hours of installation unless otherwise advised.

Names or descriptions such as Northern Ash, American Oak, Tasmanian Oak, Durian, Melunak, Chilean Oak or similar are trade descriptions used in the industry, including by Stairmaster, not botanical species names. Timber supplied under any such description may include imported timber and may be sourced from one or more species of like character, colour, grain or appearance, subject to availability. If you would like clarification of the species, source or likely appearance of any timber before ordering, please ask.

Colour and grain variation between boards, and within a single board, is a natural characteristic of timber and part of its appeal, not a defect. Stairmaster works to supply timber consistent with the description, but does not guarantee colour matching between pieces.

Timber moves with changes in humidity and temperature. Small gaps between components may open and close seasonally, a timber stair may be slightly noisier in drier weather, and softer species may show indentation with use — these are normal characteristics of timber, not defects. Movement, cupping or shrinkage caused by the in-service environment after handover — such as direct sun, fireplaces, heating or cooling, or an enclosed or unventilated understair space — is not a manufacturing fault.

Unless expressly included, slip-resistant finishing required by law or building code is by others.

12. Balustrade, glass and third-party components

The Customer must ensure that walls, substrates, floors and supporting structures to which balustrade, glass, handrails or hardware will be fixed are adequate, ready and suitable.

Glass, hardware, coating and specialist components may be subject to manufacturer or supplier inspection, lead times and warranty processes.

Where a scratch, mark, chip, defect or damage is alleged after installation, Stairmaster must be given reasonable access to inspect and, where relevant, arrange supplier inspection.

Stairmaster is not responsible for damage occurring after installation or delivery where the cause or timing is reasonably attributable to other trades, occupants, impact, cleaning, site handling or events after Stairmaster left the site.

Once Stairmaster has completed its work and left the site, the Customer, builder or head contractor is responsible for protecting the stairs and balustrade from damage. Stairmaster is not responsible for scuffing, marking, impact, staining or other damage occurring after it has left the site. Any temporary protective covering supplied by Stairmaster is intended only to help reduce light surface scuffing, and is not protection against impact, dragging, spills, water, other-trade damage or misuse.

13. Defects, inspection and right to remedy

The Customer must notify Stairmaster in writing of any alleged defect, omission, shortage, damage or non-compliance as soon as reasonably practicable, and for visible issues within 7 days of installation or delivery unless a shorter period is stated for supply-only Goods.

The notice must identify the issue with reasonable detail and include photographs where practicable.

The Customer must allow Stairmaster reasonable access and a reasonable opportunity to inspect, investigate, repair, replace, complete or otherwise remedy any genuine issue.

The Customer must not engage another party to rectify alleged defects at Stairmaster's cost unless Stairmaster has first been given a reasonable opportunity to inspect and remedy, except in a genuine emergency.

14. Payment terms

Payment terms are as stated in the quotation, invoice, account approval or other written agreement. If no terms are stated, payment is due within 7 days of invoice.

For cash, COD or other supply where the Customer does not hold an approved credit account, Stairmaster will issue a deposit or pro-forma invoice. The order will not be processed, and no Goods or Services will be supplied, manufactured or scheduled, until that invoice has been paid in full in cleared funds. Until then any quotation remains an invitation only, and Stairmaster is not obliged to proceed, to hold pricing or materials, or to reserve a booking.

A payment is not treated as made until Stairmaster has received it in cleared funds. A payment that is later dishonoured, reversed or charged back is treated as not having been made.

For approved credit accounts, payment is due within the approved credit terms and credit limit. Stairmaster may vary, suspend, reduce or withdraw credit acting reasonably and having regard to payment history, credit risk, account status and commercial circumstances.

Where Stairmaster requires a guarantee, Stairmaster's usual practice is not to require guarantees from non-director spouses or family members who are not involved in the Customer's business.

No retention is permitted unless expressly agreed in writing by Stairmaster.

Payment must be made without deduction except for a disputed amount that is permitted under clause 15.

Unless expressly stated otherwise, prices and amounts quoted by Stairmaster are exclusive of GST. GST is payable by the Customer in addition to the price, at the same time as the price or the relevant instalment. Where a quotation shows both GST-exclusive and GST-inclusive amounts, the GST-inclusive amount is the total payable. Stairmaster will provide a tax invoice for taxable supplies.

15. Disputed amounts and proportionate withholding

The Customer must not withhold payment of any amount due to Stairmaster except to the extent that the amount withheld is reasonable, proportionate and directly related to a genuine dispute notified to Stairmaster in writing.

The Customer must pay all undisputed amounts by the due date.

The Customer must not withhold the whole of an invoice, progress claim, contract sum, purchase order or account balance because of a minor, isolated, unrelated, unverified or proportionately small issue.

Any amount withheld must not exceed the reasonable cost of rectifying the specific issue in dispute, or the value of the affected Goods or Services, whichever is reasonable in the circumstances.

Where the issue concerns goods supplied by a third-party manufacturer or supplier, including glass, hardware, coatings or specialist components, the Customer acknowledges that Stairmaster may reasonably require time for the manufacturer or supplier to inspect, assess, repair, replace or advise on the relevant item.

16. Overdue accounts and credit suspension

Stairmaster will generally distinguish between minor administrative lateness and material overdue conduct.

If an amount is materially overdue (including repeated late payment, or an overdue amount Stairmaster reasonably considers commercially significant), exceeds the approved credit limit, or is withheld contrary to these Terms, Stairmaster may issue reminders, place the account on hold, require payment before further supply, reduce or withdraw credit, charge interest and reasonable recovery costs, suspend further Works, or take debt recovery action.

If any amount is overdue or the Customer exceeds its approved credit limit, Stairmaster may immediately withhold or suspend further supply, whether on credit or otherwise, without notice and without liability to the Customer, and may treat all amounts owing as immediately due and payable. Where the overdue amount relates to a payment claim under the BIF Act, Stairmaster will follow the notice process required by that Act.

Interest may be charged on overdue amounts, calculated daily from the due date until payment, at the rate stated on the invoice or account approval or, if none is stated, at the default interest rate published from time to time by the Queensland Law Society for REIQ contracts.

Stairmaster may recover reasonable costs of collection, including legal costs, collection agency costs, dishonour fees and reasonable administration costs, to the extent permitted by law.

Where the BIF Act applies, any suspension or payment recovery step will be carried out in accordance with the applicable statutory process.

17. Delivery, risk, storage and access

Delivery occurs when Goods are collected, loaded, delivered to the site or made available for collection, as applicable.

If the Customer requests delivery to an unattended site or location, risk passes when the Goods are delivered to that location.

The Customer must provide secure, weatherproof and safe storage for delivered Goods and must protect them from damage, moisture, movement, theft, impact and interference by others.

If the Customer fails or refuses to take delivery, Stairmaster may charge reasonable storage, handling, redelivery or disposal costs.

18. Title, PPSR and security

Title to Goods remains with Stairmaster until Stairmaster has received payment in full for those Goods and all other amounts owing by the Customer to Stairmaster.

Until Stairmaster has been paid in full for the Goods and all other amounts owing, the Customer holds the Goods as bailee for Stairmaster, must keep them clearly identifiable as Stairmaster's Goods, and must store and protect them appropriately.

The Customer may sell or use the Goods in the ordinary course of its business. If it does so before Stairmaster has been paid in full, the Customer holds the proceeds of sale, and any book debt or claim arising from that sale, on trust for Stairmaster in a separately identifiable way, and must account to Stairmaster for those proceeds up to the amount owing.

If the Goods are installed, fixed, processed or mixed with other goods so that they are no longer separately identifiable, the security interest and trust in this clause extend, to the extent permitted by law, to the resulting item and to the proceeds of any dealing with it.

The Customer grants Stairmaster a security interest in the Goods supplied and their proceeds to secure all amounts owing to Stairmaster. The Customer acknowledges that these Terms are a security agreement for the purposes of the Personal Property Securities Act 2009 (Cth) (PPSA), and that the security interest is a purchase money security interest to the extent the law allows.

The Customer must promptly do anything Stairmaster reasonably requires to enable Stairmaster to register and perfect that security interest, including as a purchase money security interest, and must not register, or permit anyone else to register, a financing statement over the Goods without Stairmaster's written consent.

To the extent the law allows, the Customer waives its right to receive any notice or statement Stairmaster would otherwise have to give under sections 95, 118, 121(4), 130, 132(3)(d), 132(4) and 135 of the PPSA, waives its rights under section 143 of the PPSA, and waives its right to receive a verification statement under section 157 of the PPSA. Nothing in this clause prevents Stairmaster from giving any notice it chooses to give.

If the Customer fails to pay on time or becomes insolvent, Stairmaster may, to the extent permitted by law, enter any premises where the Goods are reasonably believed to be and recover them, and the Customer authorises Stairmaster to do so.

Once the Customer has paid Stairmaster in full, Stairmaster will, at the Customer's request and reasonable expense, release its security interest and remove any related registration.

19. Privacy and credit reporting

Stairmaster collects, uses and discloses personal information, commercial credit information and account information for assessing and managing credit, supplying goods, services and works, administering accounts, collecting overdue amounts, enforcing its rights and related business purposes.

This may include disclosure to trade references, other credit providers, the Building Industry Credit Bureau, Access Intell, debt collection agencies, solicitors, credit insurers, trade credit insurers, insurers, professional advisers, IT and software providers, payment processors and other parties where reasonably necessary for those purposes.

Stairmaster's Privacy and Credit Reporting Policy is available on request and from the Privacy Policy link in the footer of Stairmaster's website at www.stairmaster.com.au, and explains how personal information is handled, how access or correction may be requested, and how privacy complaints may be made.

20. Liability and Australian Consumer Law

Nothing in these Terms excludes, restricts or modifies any right or remedy that cannot be excluded, restricted or modified under the Australian Consumer Law or other applicable law.

To the extent permitted by law, Stairmaster is not liable for indirect, special or consequential loss, loss of profit, loss of opportunity, business interruption, delay loss, loss of use or damage caused by others.

To the extent permitted by law, Stairmaster's liability for Goods or Services is limited, at Stairmaster's election, to repair, replacement, resupply or payment of the reasonable cost of repair, replacement or resupply.

21. Cancellation, delay and termination

The Customer may not cancel custom, manufactured, ordered-in or partly completed Goods or Works without Stairmaster's written agreement.

If cancellation is accepted, the Customer must pay for work performed, materials ordered, manufacturing commenced, supplier commitments, reasonable administration and any loss or cost reasonably incurred by Stairmaster.

Stairmaster may suspend or terminate supply if the Customer is overdue, insolvent, exceeds credit, refuses to pay undisputed amounts, fails to provide access or information, or otherwise materially breaches these Terms.

22. Intellectual property and documents

Drawings, designs, take-offs, details, layouts, software outputs, processes, photographs and documents prepared by Stairmaster remain Stairmaster's intellectual property unless otherwise agreed in writing.

The Customer must not use Stairmaster drawings, details or documents to obtain supply from another party without Stairmaster's written consent.

23. Errors and omissions

Stairmaster takes reasonable care in preparing quotations, invoices and other documents. Where a clerical or typographical error or omission occurs, Stairmaster may correct it without liability, and the Customer is not entitled to rely on an obvious error or omission. Drawings and images are indicative only and may not exactly match the Goods supplied.

24. Force majeure

Stairmaster is not liable for any delay in, or failure to perform, its obligations to the extent caused by events beyond its reasonable control, including supplier or manufacturer delay or failure, shortage or unavailability of materials, transport or import disruption, industrial action, fire, flood, storm, extreme weather, accident, pandemic, or any act of government. Where such an event occurs, the time for performance is extended for a reasonable period, and Stairmaster will take reasonable steps to limit the effect of the delay.

25. Governing law

These Terms are governed by the laws of Queensland. The parties submit to the courts of Queensland and any court competent to hear appeals from those courts.

Where mandatory laws of another State or Territory apply to particular Works, these Terms are to be read subject to those laws to the extent required.