

SCHULTE SAWMILL

TERMS & CONDITIONS OF TRADE

Including Solid Timber Flooring Supply & Installation Requirements

Effective 20 September 2026

Trading name	Schulte Sawmill
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Application of these Terms. These Terms & Conditions apply to timber and other goods supplied by Schulte Sawmill. By accepting a quotation, placing or confirming an order, paying a deposit, accepting delivery or collecting goods, the customer agrees to these Terms & Conditions.

Supply only. Unless expressly agreed otherwise in writing, Schulte Sawmill supplies timber products only. Schulte Sawmill does not install flooring, decking or other timber products and does not assume responsibility for the design, engineering, site preparation or installation of the customer's project.

1. Quotations, Orders and Lead Times

Quotations are based on the dimensions, quantities, grades, profiles, species, machining and other information provided by the customer at the time of quotation. Any change to those requirements may require a revised quotation.

An order is accepted when confirmed by Schulte Sawmill and any required deposit has been received. Lead times are estimates only and may be affected by timber availability, milling, drying, machining, freight, weather, equipment availability and other circumstances outside Schulte Sawmill's reasonable control.

2. Custom-Milled Timber, Cancellations, Returns and Restocking

Much of Schulte Sawmill's timber is cut or machined specifically for each customer. Once cutting, drying, machining or other manufacture of a custom order has commenced, the order cannot ordinarily be cancelled or altered for change of mind.

Custom-milled, custom-profiled or specially ordered goods cannot ordinarily be returned because the customer changes their mind, supplied incorrect dimensions or no longer requires the goods.

Standard stock returns. Where Schulte Sawmill agrees in writing to accept the return or cancellation of standard stock items, a **30% restocking fee** may apply, together with any freight, handling or other reasonable costs incurred. Returned goods must be unused, undamaged, in resaleable condition and accepted by Schulte Sawmill for return.

No restocking fee applies where the customer is exercising a right or remedy that cannot lawfully be excluded under the Australian Consumer Law.

3. Customer Specifications and Suitability

The customer is responsible for ensuring that ordered dimensions, profiles, quantities, grades and other specifications are suitable for the intended application. Where timber is required for structural, engineered, regulated or bushfire-related work, the customer must provide the relevant specification before ordering.

Any structural grade, certification or special compliance requirement applies only where it is expressly stated on the quotation, invoice or accompanying documentation. General statements about a timber species do not constitute certification of each piece supplied.

4. Timber is a Natural Material

Timber is a natural product and variation is normal. Unless inconsistent with an agreed grade or specification, normal characteristics may include variations in colour, grain, texture, figure, knots, gum veins, mineral staining, pinholes, checking, surface cracking, moisture content, dimensional movement and appearance between boards or batches.

Timber responds to changes in moisture and environmental conditions and may expand, shrink, cup, bow, twist, check or otherwise move. Natural characteristics and movement that are reasonable for the species, grade and conditions are not, of themselves, defects.

5. Dimensions and Machining Tolerances

Nominal timber dimensions may differ from finished dimensions after sawing, drying and machining. Timber is subject to reasonable manufacturing tolerances and natural dimensional movement. Where an exact finished size, matched profile or particular tolerance is critical, the customer must specify this and obtain written confirmation before production.

6. Inspection Before Use or Installation

The customer and any installer must inspect the goods before they are cut, installed, fixed, sanded, coated or otherwise substantially altered. Any concern about machining, profile, dimensions, species, grade, quantity, moisture, visible condition, visible defects or suitability for the intended application must be raised with Schulte Sawmill before installation or substantial alteration.

Installation of timber with a visible characteristic that was reasonably apparent before installation may be treated as acceptance of that characteristic, subject always to rights and remedies that cannot lawfully be excluded.

7. Delivery, Collection and Risk

Collection is by arrangement with Schulte Sawmill. Where delivery is arranged, the customer is responsible for providing safe and suitable access for the delivery vehicle and appropriate assistance or equipment for unloading where required.

The customer must inspect the quantity and visible condition of goods promptly on delivery or collection and notify Schulte Sawmill of any apparent shortage, damage or discrepancy as soon as

reasonably practicable. Risk in the goods passes to the customer on collection or delivery, as applicable, except to the extent otherwise required by law.

8. Storage After Supply

Unless otherwise advised in writing, timber should be:

- kept dry and protected from rain, ground moisture and direct wetting;
- supported evenly and stored flat;
- protected from excessive heat or rapid drying;
- stored so that appropriate air circulation is maintained; and
- kept in conditions appropriate for its intended end use where acclimatisation is required.

Schulte Sawmill is not responsible for deterioration, movement or damage caused or contributed to by unsuitable storage after risk has passed to the customer, except to the extent liability cannot lawfully be excluded.

9. Payment and GST

Payment is due in accordance with the quotation or invoice. Where a deposit is required, production may not commence until the deposit has been received. Unless otherwise agreed in writing, the balance is due by the date stated on the invoice or before collection or delivery where prepayment is required.

All prices are exclusive of GST unless otherwise stated. GST will be added at the applicable rate where required.

To the extent permitted by law, title to goods remains with Schulte Sawmill until all amounts owing for those goods have been paid in full.

10. Claims and Opportunity to Inspect

A customer who believes goods may be defective or non-conforming should contact Schulte Sawmill promptly and, where reasonably practicable, before the goods are installed, altered, removed, repaired or disposed of.

Schulte Sawmill may reasonably request proof of purchase, photographs, measurements, details of storage and installation, remaining uninstalled material or samples, relevant moisture readings or site records, and reasonable access to inspect the goods or completed work.

11. Australian Consumer Law

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

Australian Consumer Law

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law.

You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage.

You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable

quality and the failure does not amount to a major failure.

12. Matters Outside Schulte Sawmill's Control

To the extent permitted by law, Schulte Sawmill is not responsible for loss, damage, deterioration or movement caused or contributed to by matters outside the condition of the goods as supplied, including unsuitable storage, incorrect handling, incorrect design, inappropriate site conditions, water ingress, subfloor or substrate defects, incorrect installation, inadequate expansion allowance, incorrect fixing, incompatible adhesives or coatings, or failure to follow written instructions.

This clause does not exclude liability that cannot lawfully be excluded and does not affect any applicable Australian Consumer Law rights.

13. Governing Law

These Terms are governed by the laws of Queensland, Australia. The parties submit to the jurisdiction of the courts of Queensland, subject to any law that requires otherwise.

Schedule 1 - Solid Timber Flooring Supply & Installation Requirements

IMPORTANT - SUPPLY ONLY

Schulte Sawmill supplies solid timber flooring but does not install it. The customer is responsible for ensuring that these requirements are provided to the installer before installation.

DO NOT INSTALL FLOORING UNTIL THE FOLLOWING CONDITIONS HAVE BEEN MET

Schulte Sawmill solid timber flooring must be acclimatised at the installation property for a minimum of six (6) weeks, and the installer must confirm that the flooring, subfloor and site moisture conditions are suitable before installation.

1. Responsibility of Customer and Installer

Selection of the flooring system, assessment of the building and subfloor, acclimatisation, moisture testing, expansion allowance, fixing, sanding, coating and installation are the responsibility of the customer and/or installer.

Advice given by Schulte Sawmill about timber characteristics or general installation considerations does not transfer responsibility for the installation to Schulte Sawmill.

2. Minimum Six-Week Acclimatisation

Solid timber flooring supplied by Schulte Sawmill must be acclimatised at the property where it will be installed for a minimum of six (6) weeks before installation, unless Schulte Sawmill agrees otherwise in writing.

- the building must be enclosed and weather-tight;
- wet trades should be complete and sufficiently dried;
- normal in-service environmental conditions should be established as far as reasonably practicable;
- the flooring must remain dry and protected from direct moisture;
- boards must be stored flat, evenly supported and protected from distortion; and
- boards must be arranged to permit suitable air circulation rather than remaining tightly sealed or wrapped.

3. Moisture Testing Before Installation

The six-week period is a minimum requirement only. It does not, by itself, prove that the flooring is ready to install. Immediately before installation, the installer must assess the installation environment and confirm that both the timber and the substrate or subfloor are suitable.

- representative moisture readings from the flooring;
- moisture readings from timber subfloors where applicable;
- appropriate moisture assessment of concrete slabs or other moisture-sensitive substrates where applicable; and
- records of the installation environment and relevant readings.

4. Subfloor and Building Conditions

Flooring must not be installed if the installer considers the moisture conditions, subfloor or building environment unsuitable. Known or suspected water ingress, plumbing leaks, rising damp, excessive slab moisture or other building defects must be resolved before installation.

- the substrate or subfloor is structurally adequate;
- it is sufficiently dry;
- it is appropriately flat and level;
- it is clean and suitable for the chosen fixing system; and
- any required vapour or moisture-control system is in place.

5. Expansion Allowance

Solid timber flooring expands and contracts as environmental moisture conditions change. The installer must provide suitable perimeter and, where necessary, intermediate expansion allowance, taking account of timber species, board width, overall floor width, room geometry, expected conditions, installation method and accepted timber-flooring practice.

6. Installation, Fixing and Finishing

Flooring must be installed by a competent installer using a system suitable for the timber, site and substrate. Fixings, adhesives, moisture-control systems, sanding products and coatings must be used in accordance with their manufacturers' instructions.

If the installer identifies a concern with the flooring, site or substrate, installation must stop until the issue has been investigated and resolved.

7. Inspection Before Laying

Boards must be inspected before installation. Any board with an apparent machining defect, unacceptable visible characteristic or other concern should be set aside and Schulte Sawmill contacted before the board is cut, fixed, sanded or coated.

Installation of flooring with a characteristic that was reasonably apparent before installation may be treated as acceptance of that characteristic, subject to rights that cannot lawfully be excluded.

8. Flooring Warranty and Claim Exclusions

To the extent permitted by law, any express or voluntary warranty provided by Schulte Sawmill does not cover loss, damage, movement or deterioration caused or contributed to by:

- failure to provide the minimum six-week acclimatisation period;
- installation before the flooring has reached suitable moisture conditions;
- inadequate airflow or unsuitable storage during acclimatisation;
- installation in a building that is not adequately enclosed or weather-tight;
- excessive moisture in a slab, subfloor or building;
- water ingress, flooding, plumbing leaks or other moisture events;
- inadequate or unsuitable subfloor preparation;
- insufficient perimeter or intermediate expansion allowance;
- incorrect fixing, adhesive or installation method;
- installation over an unsuitable substrate;

- failure to follow adhesive, coating or other product-manufacturer instructions;
- materially abnormal or unsuitable environmental conditions after installation;
- damage caused during sanding, coating, finishing or subsequent building work;
- failure to maintain the floor appropriately; or
- installation proceeding despite an obvious concern that should reasonably have been investigated first.

In particular, Schulte Sawmill is not responsible for cupping, crowning, excessive shrinkage, excessive gapping, checking, distortion or other timber movement to the extent that the condition was caused or contributed to by storage, acclimatisation, moisture, subfloor, environmental or installation conditions.

These exclusions apply only to the extent permitted by law and do not remove any right or remedy that cannot be excluded under the Australian Consumer Law.

9. Flooring Claims

If a flooring concern arises, the customer should contact Schulte Sawmill before the floor is substantially altered, removed or repaired. Schulte Sawmill may reasonably request proof of purchase, photographs, remaining uninstalled boards, flooring and subfloor moisture readings, dates and details of acclimatisation, storage details, installer details, installation method, fixing and adhesive information, coating or finishing information, and reasonable access to inspect the floor.

Failure to retain installation or moisture records may make it more difficult to determine the cause of a flooring issue, but does not remove any statutory right that cannot lawfully be excluded.

Installer Checklist - Before Installation

- ☐ Flooring has been at the installation property for at least six weeks.
- ☐ Building is enclosed and weather-tight.
- ☐ Wet trades are complete and sufficiently dry.
- ☐ Flooring has been stored flat, dry and with suitable airflow.
- ☐ Representative flooring moisture readings have been taken and recorded.
- ☐ Subfloor or slab moisture has been assessed and is suitable.
- ☐ Subfloor is sound, flat, clean and suitable.
- ☐ Required moisture or vapour-control systems are in place.
- ☐ Expansion allowance has been planned for the room and board width.
- ☐ Boards have been visually inspected before laying.
- ☐ Fixing, adhesive and coating systems are suitable and manufacturer instructions are available.
- ☐ Any concern has been resolved before installation begins.

Questions before ordering or installation? Contact Schulte Sawmill on 0439 789 456 or sales@schultesawmill.com.