

Shade Style Blinds – Terms & Conditions of order

Interpretation:

1. In these terms & conditions:

a. 'buyer' means the customer whose name and contact details appear on this documents and any annexures;

b. 'seller' means SHADE SALE BLINDS & AWNINGS PTY LTD (A.B.N 60 081 298 115)

c. 'order' means the order for goods constituted by this document and any annexures;

d. 'domestic' means the use at a house or unit or other residential site;

e. 'goods' means the articles to be supplied by the seller as recorded on this document and any annexures

General:

2. This document contains the whole agreement between the buyer and the seller, and may only be varied in writing. Any other agreement is excluded.

3. Nothing in these conditions shall operate so as to exclude, restrict or modify any condition, warranty guarantee, right or remedy implied by the law (including the Trade Practices Act 1974) and which by the law can not be excluded, restricted or modified.

4. Subject to these conditions, the seller is not liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, layout, assembly, installation or operation of the goods or arising out of the seller's negligence or in any way whatsoever.

5. To the extent permitted by statute or general law the liability of the seller is limited to

a. In the case of goods supplied by the seller- their replacement or repair, or the cost of their resupply; and

b. In the case of services supplied by the seller – their resupply, or the cost of their resupply;

6. The measurements shown are for production only and may not necessarily be the finished size/s of the product/s

Guarantee:

7. Except where attributable to the buyer misuse or reasonable wear and tear, the seller guarantees:

a. For domestic installations- workmanship , components (not including fabric) and installations for 3 years from the date of installation;

b. For non-domestic installations- workmanship, components (not including fabrics) and installation for 1 year from the date of installation;

c. For second hand goods or component repairs to existing goods (no including fabric) – those goods or repairs for 3 months from the date of repair;

d. For fabric- the period specified by the manufacturer up to 5 years provided the buyer observes the manufacturer's maintenance and care instructions

Terms of payment:

8. THE BUYER MUST PAY THE SELLER ON THE DAY OF DELIVERY via either EFT, cash or credit card.

9. The goods remain the property of the seller until paid for in full notwithstanding that the goods may be in the buyers possession.

10. If payment is not received on the day of delivery:

- a. any discount recorder in the order is forfeited; and,
- b. the buyer must pay the seller interest at 18% per annum calculated daily until the account is paid, which the buyer acknowledges does not constitute a penalty.

11. Any duplicate invoices prepared at the buyers request will attract an administration charge of \$20.00 per invoice.

12. If payment is not received with in the 14 days of the date of delivery, recognising that the goods may have been custom made for the buyer and/ or they may have limited or no resale value, the buyer:

- a. Permits the seller to enter the buyer's site address to recover the goods; and
- b. Indemnifies the seller for any action against the seller consequent upon the seller exercising its right to recover the goods; and
- c. Agrees to pay all the responsible expenses of the seller consequent upon the exercise of this right.

13. Product servicing requests (adjustments, tension, settings, lubrication, etc.) for recent installations cannot be used as a reason for non-payment of the outstanding balance. All materials and workmanship are guaranteed and service calls will be honoured as soon as practicable, I.e the outstanding balance is to be paid for servicing to proceed. All guarantee provisions may be withdrawn for the period of non-payment. The purchaser acknowledges and accepts liability for the cost of repairs to goods suffering any mishap or damage occurring during the period of non-payment.

Alterations and Cancellation of order:

14. Any proposed alteration to the order must be agreed to by the seller and recorded in writing. The buyer must pay the seller reasonable costs of any alterations.

15. Cancellation of any order is only valid in writing and endorsed with the consent of the seller.

16. The buyer cannot cancel an oder after the seller commences manufacturer of the goods.

17. Where the seller agrees to cancellation the buyer must pay the seller an administrative charge of the lesser amount of 25% of the order price or \$250.00

Delivery and Installation:

18. The seller must endeavour to deliver or install the goods by an agreed delivery date, but a failure by the seller to do so will not entitle the buyer to cancel the order if the delay is in all the circumstances reasonable.

19. Where delivery or installation within the agreed period will not occur, the seller must notify the buyer of the circumstances causing the delay and the likely revised delivery date.

20. The buyer must allow the seller entry to the site address during business hours for the purpose of delivery or installation. If the delivery or installation is to be made outside of business hours, then the buyer must pay the additional costs of the seller provided the seller was ready and able to make an installation at the agreed time during the business hours.

21. The buyer must pay the seller a storage charge of 2% of the purchase price per week or a minimum charge of \$20 if the seller is prevented from making delivery or installation through no fault of the seller's for 2 weeks or more.

Buyers Responsibilities:

22. The buyer warrants to the seller that the proposed site for the installation is structurally sound and otherwise fir for the installation of goods. The buyer must pay an additional costs where installation is difficult due to structural unsoundness or a

peculiarity of the installation site, including the removal of any excess soil or abnormal soil condition and necessitating the hiring of special equipment or additional labour.

23. The buyer is solely responsible for any permit, certificate or document required for the lawful installation of the goods on the site and address and the determination of the need for any permit, certificate or document. The buyer must indemnify the seller for any action arising out of the installation of the goods at the site address.
24. The buyer warrants that the buyer is entitled to possession of the site address and that the buyer is the lawful occupant of the site address. The buyer indemnifies the seller for any action arising out of the installation of the goods at the site address.

Oder/ Quote No

Noted and Signed by the Buyer Date
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