

1. ACCEPTING OUR QUOTATION

- 1.1. By placing an order and accepting the attached quote (“the Quote”) you are acknowledging and confirming that you accept and will comply with these Terms and Conditions.
- 1.2. The Quote is valid for 30 (thirty) days.
- 1.3. Acceptance of the Quote will occur by payment of the Initial Instalment.
- 1.4. Only goods and products itemised in the Quote (“the Product”) will be supplied and installed
- 1.5. It is your responsibility to check that the description, colour, finish, layout, fit, controls and positioning of the Product as set out on the Quote are correct.
- 1.6. An order arising from the Quote (“the Order”) will not be processed until we have confirmed receipt of the Initial Instalment.
- 1.7. Any additional goods and products not listed on the Quote, but later required by you, will be treated as a separate additional order and paid in accordance with these Terms and Conditions. Payment for the Order cannot be delayed whilst awaiting supply of the additional order.
- 1.8. Delivery and installation times stated in the Order are estimates only and time is not of the essence. Whilst every effort is made to ensure due performance we cannot accept responsibility for damages or consequential loss or damage arising out of delay or failure to deliver on install by the estimated date.
- 1.9. It is your responsibility to:
 - 1.9.1. provide adequate structures to which the Product can be fitted and secured;
 - 1.9.2. remove all existing window dressings, coverings, tracks and blinds unless charged for in the Order or otherwise agreed by us in writing;
 - 1.9.3. provide clear and safe access to, from and at the installation site. We are not responsible for moving any of your belongings and installation may be delayed or rearranged at your cost if such access is not provided;
 - 1.9.4. check that the Product accords with the Order both for colour and design at installation or collection. We cannot accept responsibility in circumstances where you are not present at installation or collection.
- 1.10. Please note that if the Order relates to a self measure or self install product then we take no responsibility for the measurements, layout or design supplied by you.
- 1.11. Please note that we accept no responsibility for your windows, floors or building being out of square.
- 1.12. The Product together with associated fittings and fixtures remain our property and ownership of the Product will not pass to you until the Order has been paid in full.

2. AMENDMENTS AND CANCELLATIONS

- 2.1. Unless otherwise indicated in your Quote, all products supplied by us are manufactured to order and cannot be re-sold.
- 2.2. Amendments to or a cancellation of an Order will not be permitted outside of the Australian Consumer and Competition Commission legislation.

3. MINOR IMPERFECTIONS

- 3.1. Please note that we cannot guarantee exact colour matching against samples. Minor imperfections will not be accepted as defects. Colour matching of finishing products (e.g. paints and stains) cannot be guaranteed although every reasonable effort will be made to ensure the accuracy of the finished product. For the purposes of defining a minor imperfection variations in surface colour, texture and finish of the Product are to be viewed where possible from a normal viewing position (600 mm) with the surface or material being illuminated by ordinary indirect light.
- 3.2. This limitation does not alter your rights under the Australian Consumer and Competition Commission legislation.

4. PLACING AN ORDER AND PAYMENTS

- 4.1. The Order is to be paid as follows:
 - 4.1.1. Payment of a 50% (fifty per cent) of the Quote (“the Initial Instalment”) is required to place the Order.
 - 4.1.2. Payment of a 25% (twenty-five per cent) of the Order (“the Second Instalment”) is required once we hold the Product and we are ready to book an installation date. You will be contacted by us to arrange this payment and book an installation date. Please note that if you are unable to book an installation date and the Product requires storage this payment will still be required. We may, at our discretion, charge a reasonable storage fee pending installation of the Product.
 - 4.1.3. Payment of the balance of the Order (“the Final Instalment”) is to be paid on the day of installation to the installer or receipted bank deposit.
- 4.2. If the Quote relates to a self measure or self install product then the Initial Payment must be for 100% (one hundred percent) of the Quote.
- 4.3. We may, at our discretion, charge interest on all monies at an annual rate of the RBA cash rate (from time to time) plus 10% per annum calculated daily and to charge you for any expense incurred by us in collecting or attempting to collect any overdue monies.
- 4.4. If we have made reasonable efforts to arrange and complete installation but have been unable to do so because of your default then the Final Instalment will become immediately due and payable without further notice.

5. FORCE MAJEURE

We will not be responsible for any delays caused by or in any way related to or arising out of any cause outside our reasonable control. Delays due to force majeure do not relieve you from the obligation to pay for services or products already provided.

6. GOVERNING LAW

The Courts of New South Wales have exclusive jurisdiction in any proceedings involving the rights or obligations under the Order and these Terms and Conditions.

7. ENTIRE AGREEMENT

The Quote and these Terms and Conditions constitute the entire terms binding between us and you on the subject matter and replace all other representations, communications, proposals and agreements in relation to the subject matter, unless expressly preserved in the Order or these Terms and Conditions.

8. WAIVER

The failure by us or you to enforce at any time or for any period any one or more of the Terms and Conditions herein will not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions.

9. SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision will be severed and the remainder of the provisions will continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

10. LIMITATION OF LIABILITY

Under no circumstances except in respect of death or personal injury caused by our negligence do we accept liability for consequential loss, damage, costs or expenses, howsoever arising and any liability for any such consequential loss damage is hereby specifically excluded. Should such a claim be made our liability is limited to the value of the Order.

11. CONFIDENTIALITY

The information contained or referred to in the Order is confidential and must not be disclosed or released for any other use or purpose.