

Allan's Screens & Blinds
ABN 25 065 033 589
Trading Terms and Conditions
For Sale of Goods

Allan's Screens & Blinds takes pride in the quality of its products and its services to Customers. Customers are requested to inform Allan's Screens & Blinds promptly if an order is incorrectly delivered or installed or if there is dissatisfaction with the Goods.

As a part of our quality procedures, it is important that Allan's Screens & Blinds and the Customer agree on the terms on which business is to be transacted. These terms and conditions are current for trading with Allan's Screens & Blinds at the time of issue, however the terms and conditions may vary from time to time.

1. Interpretation

In these conditions unless the contrary intention appears:

"Additional Charges" includes all charges for delivery, removal of existing window coverings, installation of Goods at a height over 3 metres above floor level, goods and services tax, interest, legal and other costs of recovery of unpaid money and any money, other than the Purchase Price, payable by the Customer to Allan's Screens & Blinds arising out of the sale of the Goods.

"Customer" means the person to or for whom the Goods are to be supplied by Allan's Screens & Blinds.

"Goods" means the goods sold to the Customer by Allan's Screens & Blinds.

"Allan's Screens & Blinds" means Colin Day Pty Ltd trading as Allan's Screens & Blinds, ABN 25 065 033 589.

"Purchase Price" means the quoted price or the amended quoted price for the Goods by Allan's Screens & Blinds or such other price as may be agreed by Allan's Screens & Blinds and the Customer prior to delivery of the Goods.

2. Order for Goods

2.1 An order given to Allan's Screens & Blinds is binding on Allan's Screens & Blinds and the Customer, if:

2.1.1 a written acceptance is signed for or on behalf of Allan's Screens & Blinds; or

2.1.2 the Goods are supplied by Allan's Screens & Blinds in accordance with the order; or

2.1.3 a deposit of 25% of the order value is paid by the Customer to Allan's Screens & Blinds.

2.2 An acceptance of the order by Allan's Screens & Blinds is then to be an acceptance of these conditions of sale by Allan's Screens & Blinds and the Customer, and these conditions of sale will override any conditions contained in the

Customer's order. Allan's Screens & Blinds reserves the right to accept a part only of any order by notifying the Customer in writing or by delivering the Goods to the Customer. No order is binding on Allan's Screens & Blinds until accepted by it.

2.2 An order which has been accepted in whole or in part by Allan's Screens & Blinds cannot be cancelled by the Customer without obtaining the prior written approval of Allan's Screens & Blinds, which it may refuse in its absolute discretion.

3. Warranties

3.1 Certain laws imply terms, conditions and warranties ("Prescribed Terms") into contracts for the supply of goods and prohibit the exclusion, restriction or modification of such terms, conditions and warranties. The liability of Allan's Screens & Blinds in respect of a breach of a Prescribed Term or any warranty made under these terms and conditions is limited, to the extent permissible by law and at the option of Allan's Screens & Blinds, to the:

3.1.1 repair or replacement of the Goods;

3.1.2 payment of the cost of repairing or replacing the Goods; or

3.1.3 refund of the Purchase Price paid by the Customer.

3.2 Unless the terms and warranties are included in these standard terms and conditions, all prior discussions, quotations, warranties and Prescribed Terms, to the extent permitted by law, are excluded.

3.3 Allan's Screens & Blinds uses the very best quality components and materials in the manufacture of the Goods. All blinds are made "square" and no responsibility can be taken for "out of square" windows or doors. Repairs are made using current model components and exact matches of colour, eave, paint, stain and texture cannot be guaranteed. The warranty covers all products for labour, parts and workmanship for 12 months from date of installation subject to the following:

3.3.1 The warranty is valid only when the Goods have been fully paid for;

3.3.2 The warranty does not cover damage arising out of normal wear and tear, accident, misuse or incorrect installation by a Customer, variations in wood grain and stain, colour fading or timber warping;

3.3.3 Except during the first 3 months of the warranty period, all Goods requiring repair under warranty must be returned to and collected from Allan's Screens & Blinds' factory at the Customer's expense;

4. Delivery

- 4.1 The times quoted for delivery are estimates only and Allan's Screens & Blinds accepts no liability for failure or delay in delivery of Goods. The Customer is not relieved of any obligation to accept or pay for Goods by reason of any delay in delivery. Goods may be delivered by instalments at the discretion of Allan's Screens & Blinds.
- 4.2 Risk in accepting the Goods passes on delivery to the Customer.
- 4.3. All Additional Charges are payable by the Customer in addition to the Purchase Price of the Goods.
- 4.4. Return of Goods will not be accepted by Allan's Screens & Blinds except by prior agreement in writing with Allan's Screens & Blinds.

5. Price and Payment

- 5.1 The Customer must pay the Purchase Price and the Additional Charges to Allan's Screens & Blinds.
- 5.2 If the Customer is in default, Allan's Screens & Blinds may at its option withhold further deliveries or cancel a contract without prejudice to any of its existing rights.
- 5.3 All payments are due prior to installation of the Goods unless otherwise agreed in writing. Interest may be charged at the rate of 1.5% per month or part of a month from the due date for payment until the date payment is received by Allan's Screens & Blinds.

6. Retention of Title

- 6.1 Ownership, title and property of the Goods remains with Allan's Screens & Blinds until payment in full for the Goods and all sums due and owing by the Customer to Allan's Screens & Blinds on any account has been made. Until the date of payment:
 - 6.1.1 the Customer holds the Goods as bailee for Allan's Screens & Blinds;
 - 6.1.2 the Goods are always at the risk of the Customer.
- 6.2 The Customer is deemed to be in default immediately upon the happening of any of the following events:
 - 6.2.1 if any payment to Allan's Screens & Blinds is not made promptly before the due date for payment;
 - 6.2.2 if any cheque drawn by the Customer payable to Allan's Screens & Blinds is dishonoured;
- 6.3 In the event of a default by the Customer, then without prejudice to any other rights which Allan's Screens & Blinds may have at law or under this contract:
 - 6.3.1 Allan's Screens & Blinds or its agents may without notice to the Customer enter the Customer's premises or any premises under the control of the Customer for the purposes of recovering the Goods.

- 6.3.2 Allan's Screens & Blinds may recover and resell the Goods;

7. Goods and Services Tax

Goods and Services Tax (GST) will be shown separately in the tax invoice for the sale of the Goods. The amount of GST payable in respect of the supply of the Goods is payable by the Customer. The Customer must indemnify Allan's Screens & Blinds in respect of GST paid and payable by Allan's Screens & Blinds for the supply of the Goods.

8. General

- 8.1 These terms and conditions are to be construed in accordance with the laws from time to time in the State of New South Wales and the Commonwealth of Australia.
- 8.2 These standard trading conditions contain all of the terms and conditions of the contract between the parties and may only be varied by agreement in writing between the parties.
- 8.3 Any conditions found to be void, unenforceable or illegal may, to that extent be severed from the Agreement.
- 8.4 No waiver of any of these terms and conditions or failure to exercise a right or remedy by Allan's Screens & Blinds will be considered to imply or constitute a further waiver by Allan's Screens & Blinds of the same or any other term, condition, right or remedy.