

Terms and Conditions



This is a legal agreement between you (“the Customer”), and Knight Shutters & Improvements ABN 56 658 030 145 (“the Supplier”).

CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE ACCEPTING, OR OTHERWISE INSTRUCTING US TO PROCEED WITH YOUR ORDER. DOING SO INDICATES YOUR AGREEMENT TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS.

• 1. PRELIMINARY

- 1.1 These Terms and Conditions, are amended from time to time:
 - 1.1.1 Are incorporated into all Agreements, other than Agreements on credit terms, for the supply of goods or services by the Supplier to the Customer. (“The Agreement”)
 - 1.1.2 Supersede any previously issued terms and conditions, including those contained in any order form unless they have been approved in writing by the Supplier.
- 1.2 In the event that the whole or any part or parts of any clause in the Agreement is found to be unenforceable by a Court then such clause or part thereof shall be to that extent severed from these Terms and Conditions without effect to the validity and enforceability of the remainder of these terms and conditions.

• 2. SALE OF GOODS AND SERVICES

- 2.1 In consideration of payment by the Customer to the Supplier of the amount specified in the quote (“the Price”) in relation to each of the goods and services, the Supplier sells and the Customer buys the goods and services on the terms and conditions of the Agreement.

• 3. PLACEMENT AND ACCEPTANCE OF ORDERS

- 3.1 Any attendance by the Supplier, or its agents or employees, at the Customer’s residence or premises was/is pursuant to the Customer’s prior invitation.
- 3.2 The manufacturing process will only commence after the Supplier has received the acceptance from the Customer and the deposit stipulated in the quote or agreed on mutually. The Supplier receives an order when the Customer accepts the quote or otherwise instructs the Supplier to proceed with the order as specified in the quote, and/or pays the deposit specified by the sales consultant.
- 3.3 The Supplier may decline any order received from the Customer by written notice to the Customer within three (3) days of receipt of the order by the Supplier.

• 4. DELIVERY/INSTALLATION

- 4.1 Although the Supplier shall use reasonable endeavours to carry out its obligations under the Agreement as soon as reasonably practicable, any delivery dates and times, and any usual manufacturing times, made known to the Customer are estimates only. If any such estimates are exceeded, the Customer is still bound by the terms of the Agreement.
- 4.2 Delivery and/ or Installation of products may be made by instalments. Each instalment will be treated as a separate delivery/installation for the purpose of this clause 4 and clause 5.

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- 4.3 Additional fee may be charged to remove existing blinds.

• 5. PAYMENT

- 5.1 Unless stated otherwise the Price is inclusive of GST.
- 5.2 Upon placing an order, the Customer must pay to the Supplier the amount of the deposit specified by the sales consultant. The Customer must pay to the Supplier the balance of the Price upon delivery of the goods to the Customer pursuant to clause 4.
- 5.3 The Customer shall pay the Supplier interest on any amount due and not paid by the Customer within the time required by these Terms and Conditions at the rate of 15% per annum calculated on daily balances.
- 5.4 A statement in writing signed by any director, secretary, administration manager or accounts manager of the Supplier stating the balance of the moneys due to the Supplier by the Customer shall be prima facie evidence of the amount of indebtedness of the Customer to the Supplier at the date of that statement.

• 6. PASSING OF TITLE AND PASSING OF RISK

- 6.1 Title to the goods shall remain with the Supplier until payment in full has been received. If payment in full is not made pursuant to clause 5, the Supplier shall have the right, with or without prior notice, to recover possession of the whole or any part of the goods (and the Customer agrees that the Supplier may enter any premises occupied by the Customer to satisfy that purpose) without prejudice to other rights and remedies.
- 6.2 Risk in each order passes to the Customer upon delivery of that order to the Customer pursuant to clause 4.

• 7. FREE SERVICE WARRANTY

- 7.1 Subject to clauses 7.3 and 7.4 the Customer may during the Free Service Warranty Period request that the Supplier conduct routine services on, and perform maintenance on, the goods free of charge. All products not installed by the Supplier will need to be brought back to the factory by the Customer for work to be carried out.
- 7.2 Following the expiration of the Free Service Warranty Period, if the Customer requests that the Supplier conduct services on, or perform maintenance on the goods, the Supplier will charge a Service Call out Fee in accordance with the published rate.
- 7.3 The Supplier shall not be liable under clause 7.1 unless the goods have been paid for in full by the Customer pursuant to clause 5, at the agreed sale price.
- 7.4 The Free Service Warranty Period in relation to the goods commences upon the delivery of the goods pursuant to clause 4, elapses one (1) year following that date.
- 7.5 Title in any replaced goods shall vest in or remain with the Supplier.

• 8. TERMINATION

- 8.1 Without limiting the generality of any other clause in these Terms and Conditions, the Supplier may terminate the Agreement immediately by notice in writing if:
 - 8.1.1 The Customer is in breach of any term of these Terms and Conditions;

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- 8.1.2 The Customer becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration;
- 8.1.3 The Customer, being a partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving;
- 8.1.4 The Customer, being a natural person, dies; or
- 8.1.5 The Customer ceases or threatens to cease conducting its business in the normal manner
- 8.2 If notice is given to the Customer pursuant to clause 8.1:
 - 8.2.1 The Supplier may, in addition to terminating the Agreement, repossess the goods if payment is not complete;
 - 8.2.2 The Supplier is entitled to charge the Customer for the value of the work completed by the Supplier up to the date of termination and may retain any moneys already paid by the Customer for any such work;
 - 8.2.3 The Supplier shall be regarded as discharged from any further obligations under these Terms and Conditions; and
 - 8.2.4 The Supplier may pursue any additional or alternative remedies provided by law.
- 9. CANCELLATION/ COOLING OFF
 - 9. A As per legal requirements all quotes have a 10 day cooling off Period after acceptance, however once the deposit has been paid then it is considered as a confirmed order and hence the client waives of this cooling off period.
 - 9. A.1 Cancellations must be given in writing only.
 - 9.2 Processing of the order will only commence after the Cooling off period is over or deposit has been received. Once processing of the order has commenced – the Supplier is entitled to charge the Customer for the value of costs incurred by the Supplier up to the date of cancellation.
 - 9.3 If the goods have been delivered pursuant to clause 4 – the Customer is not entitled to return the goods.
 - 9.4 If manufacture of the goods has commenced – the Customer is not entitled to a refund of any deposit paid in relation to any of the goods, and remains liable for actual costs incurred by the Supplier to the extent that they exceed the deposit.
 - 9.5 The Supplier must be notified of any cancellations in writing as soon as possible, but in any event, before delivery of the goods pursuant to clause 4.
 - 9.6 If manufacture of the goods has commenced – the Supplier may, at its sole discretion, charge the Customer a cancellation fee of 80% of the Sale Price of the goods.
- 10. LIABILITY OF THE SUPPLIER

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- 10.1 Nothing in these Terms and Conditions is intended to exclude, restrict or modify rights which the Customer may have under the Trade Practices Act 1974 (Cth) or any other legislation which may not be excluded, restricted or modified by agreement. If under any law, any terms which apply to the supply of goods or services under the Agreement cannot legally be excluded, restricted or modified then those terms apply to the extent required by that law. All terms which would otherwise be implied are excluded except as stated in the Agreement.

- 10.2 To the extent permitted by law the Supplier's sole liability for any breach of any term is limited:-

- 10.2.1 In the case of goods supplied by the Supplier, to any one of the following as determined by the Supplier:-

- 10.2.1.1 The replacement of the goods or supply of equivalent goods;

- 10.2.1.2 The repair of the goods;

- 10.2.1.3 The payment of the cost of replacing the goods or acquiring equivalent goods;

- 10.2.1.4 The payment of the cost of having the goods repaired;

- 10.2.2 In the case of services supplied by the Supplier, to the supply of the services again, or to the payment of the cost of having the services supplied again.

- 10.3 The Customer does not rely on any representation, warranty or other term made by or on behalf of the Supplier which is not set out in the Agreement.

- 10.4 Subject to clause 10.2, the Supplier is not liable for any damage, economic loss or loss of profits whether direct, indirect, general, special or consequential:-

- 10.4.1 Arising out of a breach of an implied or expressed term; or

- 10.4.2 Suffered as a result of the negligence of the Supplier or its employees or agents; apart from liability as set out in this clause.

- **11. JURISDICTION & PROPER LAW**

- 11.1 These terms and conditions shall be governed by and construed in accordance with the laws of the State of South Australia. The Parties submit to the exclusive jurisdiction of the Courts in South Australia and agree that proceedings may be commenced in any court in Adelaide and consent to that court having jurisdiction by virtue of this clause notwithstanding that the court would not have such jurisdiction without this consent.

- **12. FORCE MAJEURE**

- 12.1 The Supplier shall not be liable for any delay or for the consequences of any delay in performing or failure to perform any of its obligations under the Agreement if such delay is due in full or in part to any cause whatsoever beyond its reasonable control. Such delay or failure shall not constitute a breach of the Agreement and the Supplier shall be entitled at its option to either extend the time for delivery or performance for a reasonable period or to determine the Agreement without any recourse by the Customer to any claim for damages