

Terms and Conditions Of Sale

Beautiful Blinds and Awnings Pty Ltd

- 30% Deposit required before work commences.
- 50% Deposit for orders over \$10,000.
- Acceptance of Orders is subject to office checks
- Payment of deposit acknowledges acceptance of terms and conditions
- Balance due after manufacture of goods
- Beautiful Blinds and Awnings retain title until balance is paid in full.
- Delivery times are approximate - not regarded as deadlines
- Overdue accounts will attract an administration fee of \$10.00 per week.

Definitions

BBA means Beautiful Blinds and Awnings Pty Ltd.

General

Payment of deposit constitutes acceptance of order and agreement of all terms and conditions of order. Balance payment is to be authorised as per deposit payment. If deposit paid by credit/ debit card - authority is implied for balance payment to be deducted when due.

Payment

Payment for goods or services shall be made by the customer to BBA on the day of installation of goods or services prior to the goods being installed. In the case of Supply Only, the customer is to pay BBA on the day the goods are picked up, prior to taking the goods. In the case of the customer not ready for the installation of goods- for whatever reason - payment is due when the goods are ready for installation. It is agreed that if the customer does not make payment within the period specified an administration charge calculated at \$10.00 per week from the due date of payment until the date that the total sum due paid to BBA is paid in full.

Payments accepted by BBA are: cash, cheque, visa card, master card, direct deposit. In the case of credit card payments, the details are kept for administrative and legal compliance. It is agreed that balance payments are to be deducted from credit card if not already paid to installer or in the office once goods are a) installed; b) supplied; c) ready for installation in the case of holding the goods.

Force Majeure

If for any reason beyond the control of BBA including without limitation as a result of any strike, trade dispute, fire, tempest, theft, breakdown, difficulties in obtaining materials, labour, fuel, parts of machinery, power failure or breakdown in machinery, orders cannot be filled at the time stipulated by BBA or the customer, the customer shall not have any claims for damages arising out of such delay or cancellation.

Delivery

Delivery times given are to be regarded as approximate and shall in no event be regarded as deadlines, unless such has been expressly agreed in writing. In the event of non-timely delivery the customer must notify BBA of its default.

Cancellations

Orders placed with BBA cannot be cancelled without the written approval of BBA. Cancellations will only be accepted if manufacture of goods has not commenced. In the event that BBA accepts the cancellation of any order placed with it shall be entitled to charge a reasonable fee for any work done to the date of the cancellation including a fee for the processing and acceptance of the customer's order and request for cancellation.

Title of Goods

Notwithstanding anything to the contrary expressed or implied, property of the goods shall remain with BBA and shall not pass to the Customer until BBA has received payment in full for the goods. If the payment is made by way of cheque ownership shall not pass to the Customer until the cheque has been honoured.

Warranty

The liability of BBA for damages arising out of contract shall be limited to the costs of rectification of any faulty workmanship or material or the replacement of any faulty goods. BBA accepts no responsibility of liability whatsoever including liability for negligence, goods that do not correspond with the description on BBA invoice or any liability for consequential loss however arising. For details of 5 year (in most cases) warranty see Beautiful Blinds and Awnings Warranty.

Specifications

With certain colours and fabrics it is not possible with current manufacturing techniques to achieve the same colour in different production runs. The customer should order all necessary goods in the same order that are to be installed together at the same site. Should the goods be ordered at separate times (and therefore be produced on separate production runs) BBA is not responsible for any ensuing differentiation in colour. Additionally, minor colour or material deviations do not constitute a defect in the goods.

Default

In the event of the customers default under these Terms and Conditions the Customer shall pay to BBA on demand all costs including without limitation all legal costs, all mercantile agents fees incurred by BBA in recovering or attempting to recover all amounts outstanding and payable under these Terms and Conditions and any dishonour or bank fees incurred relating to payments made by the customer from time to time.

Jurisdiction

The proper law of all contracts arising between BBA and the customer is the law of the State or Territory in which the Seller's principal office is located and the parties agree that all claims and disputes relating to the goods sold shall be determined in a court of competent jurisdiction nearest such principal office and the parties irrevocably agree to submit to the non-exclusive jurisdiction of such court.