

TERMS AND CONDITIONS OF SALE

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- 1 **Interpretation:** In this agreement unless otherwise specifically mentioned the term "Supplier" means Shutter Sydney or its representative and the term "Customer" shall mean the Customer purchasing the products described on the first page of this agreement.
- 2 **Formation of Binding Agreement:** Upon the signing of this agreement, the Customer shall unless otherwise specifically written into this agreement pay the deposit referred to on the first page of this agreement and upon signing of this agreement and payment of the deposit there shall come into effect a legal and binding agreement between the parties upon the terms and conditions contained herein.
- 3 **Agreement:** This contract shall be deemed to constitute the entire agreement between the parties and to the extent permitted by law, all terms, conditions and warranties express or implied are expressly excluded.
- 4 **Purchase Price:** Is the amount specified on the first page of this Contract and shall be paid strictly in accordance with the terms specified in the terms of payment on the first page.
- 5 **Price:** The purchase price for the products stated on the first page of this contract is based on the cost of materials to the Supplier at the time of making this contract. If after the making of this contract the cost of materials to the Supplier increase, the Supplier may notice in writing to the Customer vary the contract price shown on the first page of this contract. In such event the Customer may at its option accept the increase in the purchase price or rescind this contract.
- 6 **Rescission of contract:** Should the Customer rescind this contract pursuant to clause 5, then the Supplier shall refund to the Customer all monies paid by the said Customer pursuant to the terms of this contract, provided always that the Supplier shall not be liable to the Customer for any other claims for money.
- 7 **Title:**
 - a) Notwithstanding that the products being sold may be already installed to the Customers premises, title to such products shall not pass to the Customer until the full purchase price has been paid. Until such full purchase price is paid to the Supplier, the Customer shall hold the goods as fiduciary bailee and agent for the Supplier and the Supplier must be allowed reasonable access to the Customer's premises to inspect the condition of the products between the hours of 9.00 am and 5.00 pm and
 - b) If monies remain unpaid for more than seven (7) days after installation of the Products, the Supplier shall have the right to enter upon the premises and retake the Products after giving the Customer twenty four (24) hours notice. The Customer shall be liable for all costs, fees and penalties incurred by the Supplier in exercising its rights pursuant to this clause.
- 8 **Availability:** Any statement, agreement or promise by the Supplier to sell the Products specified on the first page of this agreement shall be subject to and contingent upon the Supplier being able to secure such goods and or the materials for the manufacture and supply of the products the subject of this agreement.
- 9 **Finance:** Unless otherwise specified in this agreement, this contract is not conditional upon the Customer obtaining Finance for the purchase of the products.
- 10 **Measurements:** This contract is conditional upon all measurements and materials being checked and confirmed by the Supplier. Subsequent to checking of such materials and measurements, the Supplier may at its absolute discretion by notice in writing rescind this contract and refund to the Customer any monies paid by way of deposit.
- 11 **Warranty:** The Supplier warrants that the product has been manufactured in a proper and workmanlike manner fit for its intended use. The Supplier undertakes at its discretion to repair or replace any defects in the product proven to be due to defective materials. This Warranty shall be for, in the case of domestic windows, a period of five (5) years. For any other application the period shall be one (1) year. The installation of the product and integrity of the components is guaranteed against fault for one (1) year.
- 12 The terms and conditions of this contract shall be governed by the laws of the State of New South Wales.