

## Standard Terms and Conditions (Conditions)

### 1. APPLICATION

- 1.1 These Conditions apply to all Products and Services supplied by Country Blinds to the Customer. The Customer is deemed to have read and accepted the terms of the Quotation and these Conditions upon formation of the Contract pursuant to clause 2 of these Conditions.
- 1.2 No other terms and conditions or other documents are relevant unless expressly acknowledged or referred to in or attached to these Conditions.

### 2. QUOTATIONS

- 2.1 The Quotation is valid for a period of 14 days from the date of the Quotation ('**Acceptance Period**'). Any purported acceptance of the Quotation outside of this period will be void and of no effect unless Country Blinds confirms the Contract in writing.
- 2.2 Quotations are based on the current costs of supplying the Products and unless Country Blinds has otherwise agreed, are subject to amendment by Country Blinds at any time prior to commencement of manufacture of the Products the subject of the Quotation to meet any rise and fall in such costs between the date of the Quotation and the date of commencing manufacture. Country Blinds may provide a substitute Quotation at any time prior to manufacture commences, at which time any Contract formed prior to that time will be null and void and neither the Customer or Country Blinds will be obliged to proceed with the previous Contract or the provision of Products or Services the subject of the revised Quotation until the Customer has paid the revised Deposit and each of Country Blinds and the Customer have approved in writing the formation of the Contract and commencement of manufacture. If the revised Quotation is not accepted in the Acceptance Period, Country Blinds will refund any Deposit paid in respect of the original quotation to the Customer.
- 2.3 If the Customer wishes to accept a Quotation, the Customer must pay the Deposit to Country Blinds. If the Deposit is paid within the Acceptance Period, the Contract is formed on receipt of the Deposit. If the Deposit is paid outside the Acceptance Period, the Contract is only formed on Country Blinds written confirmation to the Customer of acceptance of the Contract.
- 2.4 Upon formation of the Contract Country Blinds will commence the manufacturing of the Products.
- 2.5 The supply of the Products specified in any Quotation is subject to Country Blinds' ability to secure the materials for the manufacture and supply of the Products. If Country Blinds is unable to supply the Products, the Quotation will be rescinded and the Deposit (if paid) will be refunded to the Customer.
- 2.6 Country Blinds will supply the Products and Services on the basis specified in the Quotation. It is the responsibility of the Customer to confirm the accuracy of the details of any order set out in a Quotation (whether or not a Quotation has been prepared following oral or written instructions from a Customer

or as a result of a representative of Country Blinds attending a Customer's premises to take any measurements). Country Blinds will not be responsible for any errors or omissions in relation to the Products or Services where those errors or omissions result wholly or partially from incomplete or inaccurate or unclear instructions in the Customer's request for the Products or Services or are otherwise specified in the Quotation.

- 2.7 Once the Deposit has been paid, the Quotation cannot be altered, varied or modified without the written consent of Country Blinds and then upon such further terms and conditions as shall be specified by Country Blinds, including but not limited to the payment of extra Fees or extended timelines for delivery and/or installation.

### 3. TIMES FOR SUPPLY OF PRODUCT

- 3.1 The payment of the Deposit to Country Blinds is deemed to be an authorisation for Country Blinds to provide the Products and Services.
- 3.2 Any times for supply of the Products, Services or other milestones advised by Country Blinds to the Customer are estimates only.
- 3.3 No delay in supplying the Products, Services or reaching other milestones relieves the Customer of its obligations to accept or pay for the Products and Services in full.

### 4. ACCESS TO SITE AND OTHER OBLIGATIONS

- 4.1 The Customer must permit and facilitate Country Blinds to have access to its premises at such times and on such notice as Country Blinds reasonably requires in connection with the supply of the Services and installation of the Products.
- 4.2 The Customer must co-operate with Country Blinds or with any third party nominated by Country Blinds to perform the installation of the Products in relation to any workplace health and safety obligations, issues or incidents including by ensuring a safe place of work.

### 5. TITLE AND RISK

Risk in the Products passes to the Customer when the Products are delivered to the Customer (which may be before or at the time of installation of the Products). Title in the Products only passes to the Customer upon payment in full of the Fee to Country Blinds in cleared funds. Country Blinds is permitted at all times by the Customer to access and remove any Products while payment of the Fee remains outstanding.

### 6. PRICE AND PAYMENT

- 6.1 The Fees must be paid in full by the Customer on demand from Country Blinds and, in any event, prior to installation of the Products.
- 6.2 The Fees must be paid in the manner nominated by Country Blinds or specified in the Quotation.

- 6.3 The withholding of payment of the Fees or the extension of credit will be at the absolute discretion of Country Blinds.
- 6.4 Any late payment by the Customer attracts interest at rate of 12% per annum.
- 6.5 Interest will accrue starting from the day after the date payment is due until payment in full (together with all outstanding interest and additional costs of recovery) has been received by Country Blinds in cleared funds.
- 6.6 The Customer indemnifies Country Blinds against all Liabilities incurred by Country Blinds in recovering any debts owed by the Customer (including legal costs on a full indemnity basis).

## 7. GENERAL LIMITATION ON LIABILITY

- 7.1 Country Blinds will not be liable for and the Customer releases Country Blinds against any Liability the Customer suffers as a result of the Customer not complying with any of its responsibilities listed in these Conditions and in the Warranty Terms.
- 7.2 Country Blinds grants the Customer the warranties set out in the Warranty Terms. The warranties will only apply to the Products upon full payment of the Fees. If the Fees are not paid in full, the Customer will not obtain the benefit of the Warranty Terms.
- 7.3 The Customer acknowledges that the warranties in the Warranty Terms will be void if the Customer fails to adhere to the actions required of the Customer in the Warranty Terms.
- 7.4 To the greatest extent permitted by law, Country Blinds will not be liable for any guarantee, warranty or representation as to the quality and fitness for purpose or otherwise of any Products or Services or in respect of their use by the Customer, other than the warranties specified in the Warranty Terms.
- 7.5 None of the guarantees, conditions, warranties or other terms implied by the Commonwealth of Australia, State or Territory laws ('**Implied Terms**') apply to any Quotation or Contract except to the extent that the Implied Terms cannot be lawfully excluded.
- 7.6 The Customer indemnifies Country Blinds against all Liabilities of any kind caused by any:
- 7.6.1 breach by the Customer of the Contract or these Conditions;
- 7.6.2 negligent, reckless or wilful act or omission of the Customer;
- 7.6.3 act or omission of the Customer causing property damage or injury to or the death of any person; and
- 7.6.4 breach of any law by the Customer,
- except to the extent caused or contributed to by Country Blinds.
- 7.7 Country Blinds' liability for breach of any provision of any the Contract or for breach of any Implied Term that are not excluded by these Conditions is limited at the option of Country Blinds to re-supplying Products and/or Services, or, paying the cost of re-supplying Products and/or Services.
- 7.8 In no circumstance whatsoever will Country Blinds be liable to the Customer or to any third party for any Consequential Loss arising out of the supply or late supply of the Products or Services or failure to perform or observe Country Blinds' obligations under any

Contract or Implied Terms that are not excluded by these Conditions.

## 8. GST

All fees quoted by Country Blinds are exclusive of GST and the Customer is responsible for payment of any GST liability in respect of the provision of the Products or Services, which amount will be payable to Country Blinds at the same time as the GST exclusive consideration, subject to the provision by Country Blinds of a GST invoice to the Customer.

## 9. TERMINATION BY COUNTRY BLINDS

- 9.1 Without prejudice to any of its other rights, Country Blinds may without liability and notice terminate a Contract or suspend the supply of Products or Services:
- 9.1.1 if the Customer commits any breach of this or any other Contract with Country Blinds including failure to make any payments in accordance with clause 6 of these Conditions;
- 9.1.2 if being an individual, the Customer dies or has a receiver appointed over his or her assets;
- 9.1.3 if being a Company, the Customer calls any meeting of its creditors or has a receiver of all or any of its assets appointed or enters into liquidation or becomes subject to a winding up order of the Court ('**Insolvency**'); or
- 9.1.4 if, in the opinion of Country Blinds, the Customer is not capable of paying any of its payments due to Country Blinds.
- 9.2 Country Blinds may terminate the provision of the Services and Products under any Contract at any time by giving notice in writing to the Customer. If Country Blinds elects to terminate the Contract, all amounts paid by the Customer to Country Blinds will be returned to the Customer.
- 9.3 If Country Blinds terminates a Contract pursuant to clause 9.1, then the Customer will be liable for any Liabilities which Country Blinds suffers in connection with such termination.

## 10. TERMINATION BY CUSTOMER

- 10.1 The Customer may not terminate the Contract once it has been formed (otherwise than as a result of the Insolvency of Country Blinds or Country Blinds committing a material breach of the Contract). Termination by the Customer in those circumstances must be by written notice to Country Blinds.
- 10.2 Any purported termination by the Customer of the Contract (other than as permitted by clause 10.1) does not absolve the Customer from any Liabilities and the Customer will remain liable to pay the Fees in full within 14 days of the date of providing the notice of termination irrespective of the provision by Country Blinds of any Products or Services.

## 11. PRIVACY

- 11.1 To the extent that Country Blinds has obligations under the *Privacy Act 1989* (Cth) ('**Privacy Act**'), it remains fully responsible for those obligations and ensuring that the Products and Services will comply with those obligations.
- 11.2 The Customer acknowledges the basis on which (and purposes for which) Country Blinds may collect personal information of the Customer and authorises such collection in accordance with the terms of Country Blinds Privacy Policy from time to time. If no such Privacy Policy is available on Country Blinds' website the

Customer authorises the collection and use of personal information for all business purposes of Country Blinds, including marketing and sale of goods, sharing with installers, manufacturers and suppliers, professional advisers and business partners. The Customer expressly permits Country Blinds to provide personal information (as defined in the Privacy Act) to third parties in connection with the supply of the Products and Services.

## 12. FORCE MAJEURE

Country Blinds will not be liable for any Liability caused by Country Blinds' failure to supply Products or provide services as a result of fire, flood, tempest, earthquake, riot, civil disturbance, theft, crime, strike, lockout, war, pandemic, or any other matter beyond Country Blinds' reasonable control.

## 13. SUB-CONTRACTING

Country Blinds may sub-contract the supply and or installation of the Products or Services.

## 14. GOVERNING LAW AND JURISDICTION

This Contract will be governed by the laws of South Australia, and the parties submit to the non-exclusive jurisdiction of the South Australian courts.

## 15. ASSIGNMENT

15.1 The Customer must not assign its rights under a Contract without the consent of Country Blinds, which consent may be withheld in Country Blinds' absolute discretion.

15.2 Country Blinds may assign its rights under a Contract without the consent of the Customer.

## 16. MISCELLANEOUS

16.1 The Quotation, Conditions and Warranty Terms may be amended in writing with written consent from each party.

16.2 If the Customer is a trustee of a trust, it is bound to these Conditions both personally and in its capacity as trustee for each trust for which it acts as trustee.

16.3 A Contract constitutes the entire agreement between the parties about its subject matter and supersedes any prior understanding, agreement, condition, warranty, indemnity or representation about its subject matter.

16.4 Any provision of these Conditions must be read down to any extent necessary to be valid. If that is not possible, it must be severed. All other provisions of these Conditions are unaffected.

16.5 A provision of these Conditions must not be construed to the disadvantage of a party because that party was responsible for including that provision and/or that provision benefits that party.

16.6 Each indemnity, obligation of confidence and other term capable of taking effect after the expiration or termination of a Contract, remains in force after the expiration or termination of a Contract

## 17. DEFINITIONS

In these Conditions:

17.1 **'Conditions'** means these terms and conditions;

17.2 **'Consequential Loss'** means loss of profits, loss of anticipated savings, economic loss, interruption of business or for any indirect or consequential loss;

17.3 **'Contract'** means the contract between the Customer and Country Blinds for the supply by Country Blinds of

those Services and Products specified in the Quotation, which contract will be formed only as allowed by clause 2;

17.4 **'Country Blinds'** means Country Blinds Pty Ltd ABN 53 057 027 675;

17.5 **'Customer'** means the entity named in the Quotation;

17.6 **'Deposit'** the deposit payable to Country Blinds equal to 40% of the Fees or such other amount specified in the Quotation;

17.7 **'Fees'** means the fees payable for the Products and Services as set out in the Quotation, subject to amendment pursuant to clause 2 **Error! Reference source not found.**

17.8 **'GST'** means the goods and services tax imposed by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and related legislation;

17.9 **'Liability'** means liabilities, losses, damages, actions, causes of action, arbitrations, claims, orders, judgments, outgoing, costs (including legal costs calculated on a solicitor and own client basis) and expenses, whether present or future, actual or contingent;

17.10 **'Maintenance Requirements'** the maintenance requirements set out in the Warranty Terms;

17.11 **'Products'** means goods provided by Country Blinds as specified in the Quotation as the context requires or otherwise permits, including but not limited to blinds, curtains, shutters, awnings and doors.

17.12 **'Quotation'** means the document provided to the Customer by an authorised representative of Country Blinds detailing the scope of works, the Products and Services to be supplied and the Fee;

17.13 **'Services'** means any services performed by Country Blinds as specified in the Quotation and includes but is not limited to installation of the Products; and

17.14 **'Warranty Terms'** means the warranty terms contained on Country Blinds' website ([www.countryblinds.com.au](http://www.countryblinds.com.au))