

Cobb & Co Blinds Terms & Conditions

1. Definitions

1.1. In these Terms & Conditions ("these Terms"):

"the Company" means Dandoush Pty Ltd ACN 102 977 097 trading as Cobb & Co Blinds;

"the Customer" means any person or Company (including its Related Bodies Corporate, administrators, successors and/or permitted assignees) that is named as the Customer in the Quotation (Related Bodies Corporate has the same meaning as in the Corporations Act 2001);

"Goods" means the goods as described in the Quote;

"Lead Time" means the estimated time for delivery of the Goods or supply of the Services;

"Order" means a written order from the Company to the Customer;

"Price" means the amount described in the Quote;

"Quote" means a written quotation provided by the Company to the Customer; and

"Services" means the services as described in the Quote.

2. Incorporation

2.1. These Terms govern all contracts for the sale or supply of Goods and/or Services by the Company to the Customer and constitute the entire contract between the parties in connection with the sale of Goods and/or supply of Services agreed between the Company and the Customer. All other terms and conditions, express or implied are excluded to the fullest extent permitted by law including without limitation any terms and conditions of the Customer.

2.2. No modification or variation of these Terms shall bind the Company unless expressly agreed to in writing by an authorised employee of the Company. These Terms will prevail to the extent of any inconsistency between a Quote or Order and these Terms.

2.3. These Terms supersede any terms and conditions which have previously governed a contract for sale of goods and/or supply of services between the Customer and the Company.

3. Quotations and Order

3.1. Unless previously withdrawn a Quote is valid for thirty (30) days from the date of issue or such other period as is stated by the Company and is subject to withdrawal or change at any time. Any Quote provided by the Company is a mere invitation to treat and does not constitute a contractual offer.

3.2. By accepting a Quote, the Customer is deemed to accept these Terms in full. The customer may accept the Quote by notice in writing, by verbal acceptance or by payment of the deposit.

3.3. Once the Company has received the acceptance from the Customer, the Company will issue an Order to the Customer in accordance with the Quote.

3.4. The Customer may not alter or vary the Order unless written consent of an authorised employee of the Company is obtained. Any accepted variations from the initial Order shall be charged to the Customer.

3.5. Prices subject to installation being carried out Monday to Friday standard business hours.

3.6. The Client accepts that any powder coat colours and brands stated on this quote are per the Customers selection and that the Company takes no responsibility for shade variations.

Deposit

3.7. A non-refundable deposit equal to 50% of the value of the Quote is required. The Order will not be processed unless and until the Company receives the deposit in cleared funds.

4. Price

4.1. Where the Customer has provided the measurements to the Company, the Customer acknowledges that the Price is subject to an on-site check and measure.

4.2. In addition to the Price, the Customer agrees to pay for the following, if so requested by the Company:

(a) any increase in taxes and duties which the Company may be required to collect or pay after the date of the Order;

(b) all goods and services tax payable not otherwise included in the Price. The Company shall issue a tax invoice to the Customer for goods and services tax;

(c) the cost of storing and insuring the Goods if delivery is delayed by or at the request of the Customer;

(d) a removal fee of \$10.00 (incl. GST) per window where the existing window coverings have not been removed by the Customer;

(e) a service call out fee of \$90.00 (incl. GST) per call out after the Goods have been delivered;

(f) interest accruing daily on the unpaid balance of the Price or any amount payable from its due date until the date of payment at the rate that is 4% above the cash rate last published by the Reserve Bank of Australia;

(g) any additional costs or expenses incurred by the Company by reason of the information given by the Customer being incorrect or by reason of lack of sufficiency of instructions or by reason of any variations or amendments to the specifications or requirements for the Goods and/or Services or the type of goods being produced by the Company. Any additional cost will be accepted by the Customer and added to the Price and will be paid by the Customer in accordance with these Terms.

5. Payment

5.1. The Customer agrees to make payment of the balance of the Price twenty-four (24) hours prior to the Goods being delivered and installed. The Company reserves the right to withhold delivery of the Goods if payment is not made at least twenty-four (24) hours prior to the scheduled delivery and is not liable for any loss or damages that follow from the failure to deliver.

5.2. Where the Customer is not ready to accept delivery of the Goods, the Customer agrees to make payment of the balance of the Price within seven (7) days of being advised by the Company that the Goods are ready to be delivered.

5.3. Title to the Goods does not pass to the Customer until the total Price has been paid to the Company.

5.4. The time of payment is an essential term of these Terms. The Customer will indemnify the Company on demand against all costs, charges, expenses and legal costs (on an indemnity basis) incurred by the Company in recovering any unpaid amount from the Customer.

5.5. Unless otherwise indicated, payment of the Price shall be made in Australian currency.

6. Delivery and Risk

6.1. The Customer agrees that risk in the Goods will pass to the Customer at the time the Goods are delivered to the Customer.

6.2. The Company gives the Lead Time for delivery of the Goods in good faith, but does not guarantee such Lead Time.

6.3. The Company shall not be liable to the Customer for any loss or damage whatsoever should the Company be delayed or prevented from delivering the Goods within the Lead Time, or otherwise performing any of its contractual obligations, due to any cause or circumstance beyond its control. In the event of any such delay in delivery or supply, the due date for delivery shall be deferred for a period equal to the time lost by reason of the intervening cause or circumstance. Delay in delivery or any other default in respect of a delivery shall not relieve the Customer of any obligation in respect of any other delivery.

6.4. The date for delivery of the Goods shall not be varied by the Customer once it has been agreed to by the Company without the prior written consent of an authorised employee of the Company.

7. Termination

7.1. The Customer may terminate in whole or in part the contract for the supply of Goods and/or Services ("the contract") within

Cobb & Co Blinds Terms & Conditions

- twenty-four (24) hours of accepting the Quote from the Company. Where the Customer terminates the contract within twenty-four (24) hours of accepting the Quote, the Customer agrees to pay a cancellation fee of \$300.00 to the Company.
- 7.2. If the Customer terminates the contract in whole or in part after twenty-four (24) hours from the time of accepting the Quote, the Customer agrees to pay the total Price to the Company.
- 7.3. The Company reserves the right to terminate or suspend the Company's performance of the whole or any outstanding part of the contract without liability to the Customer in any of the following circumstances:
- (a) where the Customer fails to take delivery of or pay for Goods and/or Services by the due date or breaches any other term of the contract;
 - (b) the Customer enters into bankruptcy, liquidation or a composition with its creditors, has a receiver or manager appointed over all or any part of its assets, enters into administration or becomes insolvent;
 - (c) the Company notifies the Customer of having reasonable grounds for suspecting that an event in clause 8.3(b) has occurred or will occur, or that the Customer will not pay for Goods and/or Services on the due date;
 - (d) where contractual performance by either the Company or the Customer is delayed or prevented due to any cause or circumstance outside of the Company's control;
 - (e) if the Customer has acted in such a way that is abusive or threatening to the Company or any employee of the Company;
 - (f) if, in the sole discretion of the Company, the Customer does not provide the Company or any employee of the Company with a safe working environment.
- 7.4. Termination by the Company in accordance with these Terms shall be without prejudice to the Company's other remedies and the Company's right to recover payment from the Customer for any Goods and/or Services provided by the Company.
- 8. Company Warranty**
- 8.1. The Company provides a twenty-four (24) month limited warranty on the workmanship and installation of the Goods. This warranty specifically excludes parts and shall not exceed the value of the Goods.
- 8.2. This warranty is only available for the Customer and is not transferrable to any other person or entity.
- 8.3. The Company denies liability for Goods or subsequent damage to the Goods occasioned by or as a result of:
- (a) damage caused by fire, storm, water, tempest, riot, war or act of God;
 - (b) damage caused by the misuse or negligence of the Customer;
 - (c) degradation of Goods due to fair wear and tear in normal use or exposure to the elements; and/or
 - (d) the Customer's change of mind.
- 8.4. Should the Customer request the Company to remedy or replace any damaged Goods as a result of the events listed in clause 9.3, then such replacement Goods and/or Services shall be charged to the Customer at the Company's standard rate.
- 8.5. Subject to the warranties permitted by law, the Company has a strict no-return policy where the Customer has had a change of mind, made an incorrect choice or provided incorrect instructions to the Company.
- 8.6. The Company shall accept no responsibility for material variations such as colour, grain, rippling, shrinkage or changes in length and the Company shall not be liable in any way for loss or damage suffered as a consequence thereof.
- 9. Customer Warranty and Indemnity**
- 9.1. The Customer warrants that by accepting the Quote, the Customer has first reviewed the Quote provided by the Company and is satisfied with the overall design and colour of the Goods. The Customer acknowledges and agrees that the colour and/or pattern of the Goods may slightly vary due to lighting.
- 9.2. Specifically, where the Customer has ordered Cedar plantation shutters and shutter components ("Cedar Products"), the Customer acknowledges and agrees that the Cedar Products are manufactured from a natural product and the difference in colour tone and grain pattern is a feature of the Cedar Product.
- 9.3. The Customer warrants to provide the Company with a safe work environment, and to safely remove any items that may restrict the Company's access to the premises for the purpose of installation, repair or maintenance of the Goods.
- 9.4. The Customer acknowledges that the Company install the Goods in accordance with the Trade Practices (Consumer Product Safety Standard – Corded Internal Window Coverings) Regulations 2010 and warrants that the Customer will not change the position of any cord or cleat as installed by the Company.
- 9.5. The Customer will indemnify the Company against any claims, loss and/or damages that may arise from the Customer's failure to comply with this clause 10.
- 9.6. Whilst every attempt will be made by the Company to ensure that the products sold and delivered match samples or products on display in showrooms, any minor or material variation or change in colour or grain between the sample and the goods delivered shall not entitle the Customer to reject the goods nor to claim any compensation for such variation or change. The Company strives to achieve the highest standard possible in the manufacture and installation of products that have been purchased. All work shall be carried out as directed by the Company unless specific instructions are written on this agreement or written specifications are given to the Company by the Customer at the point of sale.
- 9.7. The standard for imperfections on the final job is considered acceptable if it is not visible: with the naked eye; and in natural daylight at a distance of 1.2 metres.
- 9.8. The Customer acknowledges that large width roller blinds larger than 2400mm and/ or longer than 3000mm could show a "V"ing effect. This effect is predominant on all large blinds.
- 9.9. The Customer acknowledges that textured or directional fabrics may not have the warp (vertical) or weft (horizontal) yarns travelling perfectly perpendicular to each other. Some deviation from the pattern or texture will exist.
- 9.10. The Customer acknowledges that all curtains shall have straight hems, seams and joins with reasonable tolerance according to the nature of the fabric.
- 9.11. The Customer acknowledges that all curtains shall clear the floor by 10mm – 30mm and sill by 5mm – 15mm unless otherwise specified.
- 9.12. The Customer acknowledges and agrees that the Company will not be liable for the varied finished drop of curtain fabric due to unlevel flooring or ceiling heights.
- 9.13. The Customer acknowledges that no fabric is completely stable, it is reasonable to accept approximately 3% movement, depending on composition of the fabric and climatic conditions.
- 9.14. The Customer acknowledges that all curtains are to have a minimum of 2 times fullness for lined curtains and 2.5 times for sheers calculated on the headed track width, unless otherwise specified.
- 9.15. The Customer acknowledges that all separate linings shall have a minimum 1.5 times fullness calculated on the finished headed size of the linings, unless otherwise specified.
- 10. Warranty Claims**
- 10.1. The Company will not be liable for any warranty given under clause 9 unless the Customer satisfies the Company that the

Cobb & Co Blinds Terms & Conditions

- Customer has strictly complied with any instructions of the Company relating to the relevant Goods and/or Services.
- 10.2. The Customer agrees to notify the Company within forty-eight (48) hours of delivery of the relevant Goods or supply of the relevant Services if:
 - (a) the Goods fail to comply with the relevant warranties and are in any way damaged, including any dents, scratches or imperfections, have impaired functionality or do not otherwise match the Goods as ordered; and/or
 - (b) the Services fail to comply with the relevant warranties.
 - 10.3. The Customer agrees preserve as far as possible the Goods that are alleged not to comply with the relevant warranties for the Company's inspection.
 - 10.4. Where the Customer has notified the Company of damage or defect under clause 11.4, the Company shall attend the premises where the Goods are located within a reasonable time during business hours.
 - 10.5. The Customer acknowledges that any attempts to repair, alter or adjust a Company product by an unauthorised person will deem this warranty null and void.
 14. Installation of window coverings above 3 metres are subject to special Guarantee conditions and charges will be incurred for high ladders, safety equipment and scaffolding.
 15. Where the customer has ordered a motorised awning, the Customer shall be responsible for engaging the services of a qualified electrician to supply and install a power point prior to awning installation.
 16. The Customer is responsible to ensure the specified trades are aware of the cable locations marked by the Company. For whatever reason the markings have been removed or painted over, the Customer will be liable for any additional costs incurred for the Company to attend the property again and re-mark the locations.
 17. The Customer acknowledges that any motorisation cables installed may have some visibility to the naked eye.

18. Advertising Consent

- 18.1. On acceptance of the Quote, the Customer grants the Company the right to take photographs of the Customers property and authorises the Company to use and publish the photographs in print and/or electronically without the name of the Customer for any lawful purpose, including advertising and marketing.

19. Severability

- 19.1. Any provision of these Terms is or becomes invalid and not enforceable, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions shall be and continue to be valid and enforceable in accordance with their terms.

Limitation of Liability

- 10.6. To the extent permitted by law, the Company is not liable in any way to the Customer for any form of loss, damage or injury sustained or incurred by the Customer or any third party in consequence of, or resulting directly or indirectly out of the supply of Goods and/or Services by the Company, the use or performance thereof, any breach by the Company of any contract incorporating these Terms, or the negligence of the Company.
- 10.7. Should any law render a provision herein void or ineffective, the Customer agrees that the liability of the Company is limited to:
 - (a) the repair or replacement of those Goods supplied, the re-supply of Goods equivalent to those supplied, or the payment of the cost of replacing or repairing the Goods, at the option of the Company; and/or
 - (b) the supply again of those Services supplied (or those materials used in connection with Services supplied) or the payment of the cost of having the Services supplied again, which gave rise to the breach, loss or damage, at the option of the Company.
- 10.8. The Company shall not be liable for failure to deliver the Goods and/or supply the Services for any reason whatsoever outside the reasonable control of the Company including, including but not limited to industrial action, riots or war, governmental action or regulation, act of God, or non-availability of stock or materials. Any such failure shall not affect the obligation of the Customer to pay for Goods already delivered.
- 10.9. The Company shall not be liable for any damage to the Customers property where the Customer has permitted the Company or the Company's employees to use the Customers property.
11. The Customer acknowledges that employees of the Company are not qualified colour consultants or interior decorators. Suggestions or recommendations made by employees of the Company are their opinions only. The Customer shall take responsibility for the choice of materials or products ordered.
12. The Customer acknowledges that if external qualified trades and technicians are required, it is the responsibility of the Customer to engage such services and liaise with them.
13. Before the installer begins work, the Customer must inform the installer of the location of any water pipes, electrical cables or any other potential hazard of any kind that may cause damage or injury to people or property during or as a result of the installation of the Window Furnishings. In addition, the Customer acknowledges that the Company cannot accept responsibility for sub-standard fixing points where Window Furnishings are to be installed.