

Ph: 1300 138 706 E: info@barrierscreens.com.au PO Box 890, Mt Ommaney Q 4074 www.barrierscreens.com.au

# **Terms & Conditions**

Barrierscreens Blinds & Shutters, AKA Barrier Home Security & Blinds Terms & Conditions of Sale

The customer hereby acknowledges that Barrierscreens' agents, representatives or employees are NOT authorised to make any representations, statements, assertions or agreements that contravene the statements and agreements expressed in the Barrierscreens Terms & Conditions of Sale, the Barrierscreens Warranty & Maintenance Information sheet or the Barrierscreens Product Specification and Disclosure Sheet. Barrierscreens is not bound by any such unauthorised statements.

### 1.0 Price & Quotation

- 1.1 For the purpose of this agreement, the quotation is not an offer to sell the goods to the customer. No contract for the supply of the goods shall exist between Barrierscreens and the customer until Barrierscreens has confirmed the quotation by way of the check measure.
- 1.2 Upon receipt of a 40% deposit, Barrierscreens will arrange with the customer that at a time between 7:00am and 4:00pm Monday to Friday or an otherwise agreed time to check measure the quotation. Typically this will take place within 7 working days of finalisation of the order.
- 1.3 In the event the quotation is found to be incorrect following the check measure, which results in an increase to the original quoted price, then the customer may cancel the order and any deposit paid will be refunded. Following the check measure and confirmation of the final quotation price by Barrierscreens to the customer and acceptance of that final price by the customer to Barrierscreens, Barrierscreens may accept the order. Once production has commenced or external orders placed, any deposit paid becomes non refundable.
- 1.4 For the purpose of this agreement the price shall be the prevailing retail price of the goods less any discounts offered or applicable at the time of the sales transaction. Any discounts offered off the retail price are considered a settlement discount and are subject to final payment being made upon delivery or installation of the goods.



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# 2.0 Delivery, Installation & Final Payment

- As a guide, delivery and installation will typically take place 20 to 30 working days from finalisation of the order, for locally manufactured Blinds and Screens in standard colours and 30 to 40 working days for non-standard colours. For imported products, including Plantation Shutters, delivery is typically 50 to 60 working days from completed check measure. However, It must be noted that external forces including religious and public holidays, shipping delays, docking and freight issues can all have an effect on the delivery time of any imported product.
- 2.2 Any time or times offered by Barrierscreens for delivery or installation are offered in good faith. Barrierscreens will endeavour to affect the delivery or installation at the time or times agreed, however any failure to do so shall not confer any right of cancellation or refusal of the delivery or installation or render Barrierscreens liable for any damages directly or indirectly sustained by the customer as a result thereof.
- 2.3 Once the order is ready for delivery or installation, Barrierscreens will arrange with the customer that at a time or times between 7:00am and 4:00pm Monday to Friday or as otherwise agreed, the goods will be delivered or installed. Any time or times offered by Barrierscreens for the delivery or installation are offered in good faith. Barrierscreens will endeavour to affect the delivery or installation at the time or times agreed however any failure to do so shall not confer any right of cancellation or refusal of the delivery or installation or render Barrierscreens liable for any damages directly or indirectly sustained by the customer as a result thereof.
- 2.4 The customer is required to provide suitable access to any area required for the delivery or installation and remove any obstruction which could interfere with the delivery or installation or any valuable which could be damaged as a result of the delivery or installation. Unless otherwise agreed in writing, it is the customer's responsibility to remove any existing screens or window treatments prior to installation.
- 2.5 Whilst every care will be taken when delivering or installing the goods, no responsibility will be accepted by Barrierscreens for any damage to premises, belongings or interruption to services where such damage or interruption is a result of circumstances beyond the control of Barrierscreens.
- 2.6 The payment of any outstanding monies owed to the order must be paid upon completion of the delivery or installation. In the event that the entire order is not delivered or installed at the time or times agreed then the customer is required to pay for only those goods that were delivered or installed at the time.



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- 2.7 Failure by the customer to pay any outstanding monies owed following the delivery or installation of the goods will result in any discounts offered to the customer on the sale to be forfeited and a new balance to be calculated based on the retail price at the time of the sale. Any cost associated with the recovery of any outstanding balances will be added to the original price calculated.
- 2.8 Upon completion of the delivery or installation and receipt of any outstanding monies payable by the customer, Barrierscreens will transfer ownership of the goods to the customer.

## 3.0 Specifications & Product Disclosures

3.1 Products sold, supplied or installed by Barrierscreens are produced to defined specifications. These specifications and a disclosure statement on each product are available from the Barrierscreens website. A sample of each product sold is available for display at the Barrierscreens showroom. Barrierscreens urges its customers to view samples and read the product specifications and disclosure statements before placing any order to ascertain the suitability of each product for the customers intended use. Barrierscreens urges its customers not to rely on any verbal information provided by its agents, representatives or employees in making a purchase decision.

#### 4.0 Warranty and Maintenance

4.1 Products sold or supplied are provided with a warranty exclusive to that product. It is essential that the customer follows the maintenance program outlined in the Warranty and Maintenance Information sheet to ensure coverage by the warranty. A copy of the Barrierscreens Warranty & Maintenance Information sheet is available from the Barrierscreens website. Barrierscreens strives to provide quality products manufactured only to our high standards and specifications, however no warranty or guarantee is offered on the performance of any product in the event of wilful damage or misuse.