# **Australian Blinds Awnings and Shutters (Australian BAS) Consumer - Terms & Conditions of Sale**

Unless otherwise advised by the selling agent, the consumer upon accepting any quotation for the supply and or install of any product supplied by Australian BAS will be party to this agreement.

The customer hereby acknowledges that Australian BAS agents, herein referred to as the “Seller,” or their representatives or employees are NOT authorised to make any representations, statements, assertions or agreements that contravene the statements and agreements expressed in the Australian BAS Terms & Conditions of Sale, the Australian BAS Warranty & Maintenance Information sheet or the Australian BAS Product Specification and Disclosure Sheet. Australian BAS and its Agents will not be bound by any such Australian BAS statements.

Price & Quotation

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 the Seller and the Customer until the quotation has been confirmed by way of the “check measure.”
2. Upon receipt of a 50% deposit, the Seller will arrange with the Customer a time between 7:00am and 4:00pm Monday to Friday or as otherwise agreed, to check measure the quotation. Typically this will take place within 7-14 working days of finalisation of the order. This process is the “check measure” as referred to in item 1 above.
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 the Seller to the Customer and acceptance of that final price by the customer to the Seller, the Seller may accept the order. Once production has commenced or external orders placed any deposit paid becomes non-refundable.
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 at the time agreed by the parties at the time of quotation. That is, the Seller has the right to not apply any discounts detailed in the quotation if the Customer fails to make the final payment on the agreed payment date.

Delivery, Installation & Final Payment

1. 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 the completed check measure. However, it must be noted that external forces including but not limited to religious and public holidays, shipping delays, docking and freight issues can all have an effect on the delivery time of any imported product.
2. Any time or times offered by the Seller for delivery or installation are offered in good faith. The Seller 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 Australian BAS or the Seller liable for any damages directly or indirectly sustained by the customer as a result thereof.
3. Once the order is ready for delivery or installation, The Seller 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.
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. Failure to do so will incur extra charges. Where the Seller is asked to remove any blind or screen from the property the said blinds and or screens will be destroyed and will not be available for return.
5. Whilst every care will be taken when delivering or installing the goods no responsibility will be accepted by Australian BAS or the Seller for any damage to premises, belongings or interruption to services where such damage or interruption is a result of circumstances beyond the control of Australian BAS or the Seller.
6. The payment of any outstanding monies owed must be paid prior to installation, or as otherwise agreed. 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.
7. Australian BAS  and the Seller will endeavour to install the entire job without delay. However, any delay in the entire order being completed does not confer any right to the customer for compensation or cancellation of the order.
8. Any rectifications required following delivery or installation will be carried out without delay. The requirement for any rectification work shall not confer any right to the customer for compensation or cancellation.
9. 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.
10. Upon completion of the delivery or installation and receipt of any outstanding monies payable by the customer, Australian BAS and the Seller will transfer ownership of the goods to the customer.
11. The Seller and Australian BAS may pass any debt outstanding to a debt collection agency, which could result in legal action and other additional costs to the customer.
12. The Seller and Australian BAS may also list the customer’s details with a credit reporting agency, which could affect the customer’s applications for credit or loans in the future.

Specifications & Product Disclosures

Products sold, supplied or installed by Australian BAS are produced to defined specifications. These specifications and recommendations on each product are available from the Australian BAS and or Product supplier’s website. Australian BAS and the Seller urges all 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.  Australian BAS and the Seller urges all customers not to rely on any verbal information provided by its agents, representatives or employees in making a purchase decision. Australian BAS and the Seller are not responsible for any issues relating to the product which are a result of the customer not viewing samples or reading the specifications and disclosure statements prior to the acceptance of the quote.

Warranty and Maintenance

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 Australian BAS Warranty & Maintenance Information sheet is available from the website.

Australian BAS 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.