



## Terms and Conditions

### TERMS AND CONDITIONS OF SALE forming part of the Contract of Quotation Acceptance

To be read in Conjunction with Terms of Agreement Annexure) The Company (Shutters R Us Franchising Systems (Aust) Pty Ltd) has a policy of open disclosure and in contrast to many in this industry we publish Certifications, Technical details and extensive product knowledge in our endeavour as an honest and pioneering growth business true to our mantra of setting new benchmarks. The provision of this agreement by the Company to the Customer is enforceable whether signed and returned or not.

This Agreement over rules any other clauses, provisions or contract conditions which disadvantage or compromise the conditions of this agreement or quotation or tender correspondence of Shutters R Us Franchising Systems (Aust) Pty Ltd..

- Quoted Prices
- Cancellation of an Order
- Taxes
- Surcharge on Minimal Purchases
- Shortages
- Handling Fee on Returned Goods
- Ownership of Goods
- Warranty
- Research and Development
- Terms of Agreement Annexure

### Quoted Prices

Unless we state in writing to the contrary the price does not include GST, Sales tax, or other tax or duty, or installation. Currency for all Australian quotations is in \$AUD. unless otherwise stated.

Prices are subject to change without notice. Quotations are subject to amendment. Prices generated by an auto Configurator software or CGI Internet based pricing system are indicative only based on information provided by the customer or by assumptions if full details are not available. The Company reserves the right to amend quotations and pricing of its goods and or services. Errors and Omissions Excepted.

Quotations are valid for 30 days from issuance.

Notwithstanding that Shutters R Us Franchising Systems (Aust) Pty Ltd may have agreed to supply Goods on credit to a Customer such arrangements shall, without prejudice to Shutters R Us Franchising Systems (Aust) Pty Ltd other rights may be terminable on the given by Shutters R Us Franchising Systems (Aust) Pty Ltd to the Customer of fourteen (14) days notice which such notice may be given at Shutters R Us Franchising Systems (Aust) Pty Ltd sole discretion and at any time.

Prices do not include delivery charges unless stated as a separate item. Shipped items sent door-to-door and or noted as "freight collect" means that the receiver pays. No contract exists until acceptance in writing has been issued by Shutters R Us Franchising Systems (Aust) Pty Ltd. A quote issued is subject to an order in writing by the client and an acceptance by the company of that order in the form of order acknowledgement. That is; the company is not bound to accept an order for reasons such as lack of resources, material, supplier delays, seasonal demands, or unconvincing customer relations or doubtful credit standing. The Company is not bound to accept an order nor give reason for such decline.

Shutters R Us Franchising Systems (Aust) Pty Ltd reserves the right to withdraw any Goods or any ranges of Goods from sale from time to time notwithstanding that such Goods may be displayed or contained in lists of Goods available for purchase. While descriptions of the equipment or services and brochures accompanying any quotations are as accurate as possible, we reserve the right to supply the equipment or services with such modifications and specification at the company's discretion.

### **Supply & Install Payment Policy**

Our terms require a down payment of equal to 10% of the value of the total sum in most cases but this is at the discretion of the Company. Please refer to the quotation Acceptance form for particulars. The down payment is credited to the Supply value of the order to enable the manufacture of the Balustrades or other goods to commence. It is non refundable if a customer has a change of mind.

All Balustrades are custom made therefore you can appreciate the exposure the Company has in cutting, fabricating etc an order and risk an order changing or cancelling. We will not be held liable for damages or delays suffered as a result of supplier performance or procurement delays.

The extent of liability damages claimed as suffered by the Customer for any alleged default by the Company is to the value of the original purchase price of the order.

Whilst it is our intention to expedite orders in a timely manner, customers are reminded that lead times may vary as a result of demand and/or supplier delays. No consequential damages or claims will be recognized.

The customer undertakes by signing the order to pay for the balance of the debt in full. The signatory of an order is joint severally with the party for whom he or she purports to act in issuing such an order. If there is a dispute then only 10% of the total value may be set aside until a remedy is found to settle the dispute. This promissory is binding. The customer agrees to be allowed to debit the amount claimed by the company in a first recourse by the same method and authority as the original payment or subsequent payment methods before other forms of demand or recovery. If this settlement is blocked or not available as recourse then the Company is entitled to retain the ownership and or possession of the goods and commence recovery action for the amount owed including costs and interest.

The client hereby gives unconditional right of access to the property for the purpose of removing goods not fully paid for which are not in genuine dispute of defectiveness.

The Company may in its full discretion sub-contract all or part of the works or services.

### **Customer Default and the Consequences of Default.**

In the case of a default of payment within the terms of this agreement the Customer may face charges of interest, costs of debt collection, Solicitors costs, Company liquidation, individual bankruptcy, repossession of goods and withdraw of further services.

### **Supply Only Payment Policy**

Our terms require a down payment of equal to 10% of the value of the total sum. The down payment is credited to the Supply value of the order to enable the manufacture of the Balustrades or other goods to commence. All Balustrades are custom made therefore you can appreciate the exposure the Company has in cutting, fabricating etc an order and risk an order changing or cancelling. We will not be held liable for damages or delays suffered as a result of supplier performance or procurement delays. Whilst it is our intention to expedite orders in a timely manner, customers are reminded that lead times may vary as a result of demand and/or supplier delays. No consequential damages or claims will be recognized. The deposit (down payment) is credited against the supply value of the product. The customer undertakes by signing the order to pay for the balance of the debt in full. This promissory is binding. The customer agrees to allow debiting the amount claimed by the company as first recourse by the same method and authority as the original payment or subsequent payment methods before other forms of demand or recovery. If this settlement is blocked or not available as recourse then the company is entitled to retain the ownership and or possession of the goods and commence recovery action for the amount owed including costs and interest calculated from the day of due payment.

The extent of liability damages claimed as suffered by the Customer for any alleged default by the Company is to the value of the original purchase price of the order.

There may be no offset relied upon by the Customer in the disputation of outstanding accounts.

If any payment is not made by the Customer to Shutters R Us Franchising Systems (Aust) Pty Ltd for either Supply and or Supply and Install on the due date thereof:

a) the Customer shall, without prejudice to Shutters R Us Franchising Systems (Aust) Pty Ltd other rights, pay Shutters R Us Franchising Systems (Aust) Pty Ltd a default charge of 5% of the total unpaid debt and further to that charge at the rate of two per cent (2%) per month or part thereof from the due date for payment until the date payment is made;

b) Shutters R Us Franchising Systems (Aust) Pty Ltd reserves the right, and without prejudice to its other rights hereunder and at law, to cancel orders or to suspend deliveries of other Goods until such payment has been made; and

c) all moneys owing to Shutters R Us Franchising Systems (Aust) Pty Ltd including all monies owing to Shutters R Us Franchising Systems (Aust) Pty Ltd for Goods sold shall become immediately due and payable and the Customer shall indemnify Shutters R Us Franchising Systems (Aust) Pty Ltd against all costs (including Solicitor and own client costs, commercial agents, commissions, freight, surcharges, fees, insurances, accounting costs, loss of profit and all interest) incurred by Shutters R Us Franchising Systems (Aust) Pty Ltd as a result of such default and the action taken by Shutters R Us Franchising Systems (Aust) Pty Ltd in respect of the same.

The Company shall not be liable for any delay or failure to perform its obligations if such failure was caused by any event for which the Company could not reasonably have exercised control.

The Customer agrees to allow Shutters R Us Franchising Systems (Aust) Pty Ltd to take a registrable mortgage over the real property of the Customer in the form of a Charge or Caveat up to the value of the goods and or services the subject of the default.

### **Credit Assessment**

a) If any Products are supplied to Customer on credit, SHUTTERS R US FRANCHISING SYSTEMS (AUST) PTY LTD may need to disclose to a credit reporting agency certain information referred to in clause (c) about Customer when assessing Customer's application for credit and managing Customer's account with SHUTTERS R US FRANCHISING SYSTEMS (AUST) PTY LTD. Customer Authorities SHUTTERS R US FRANCHISING SYSTEMS (AUST) PTY LTD to disclose such information to a credit reporting agency for these purposes.

b) Subject to SHUTTERS R US FRANCHISING SYSTEMS (AUST) PTY LTD's obligations under the Privacy Act 1988 and other applicable laws, SHUTTERS R US FRANCHISING SYSTEMS (AUST) PTY LTD may give the information referred to in item (c) herein to a credit reporting agency to create or maintain a credit information file about Customer. Customer agrees that SHUTTERS R US FRANCHISING SYSTEMS (AUST) PTY LTD may disclose a credit report about it to any credit provider, debt collecting agency or SHUTTERS R US FRANCHISING SYSTEMS (AUST) PTY LTD ARCHITECTURAL PRODUCTS's insurers for the purposes of assessing Customer's credit-worthiness or to collect any overdue payments (as the case may be).

c) SHUTTERS R US FRANCHISING SYSTEMS (AUST) PTY LTD may disclose the following information relating to Customer in accordance with clauses (a) and (b):

- i. Customer's name and address;
- ii. Credit limits on Customer's accounts;
- iii. The amount of any payments which are overdue for at least 31 days;
- iv. Where an overdue payment has been previously reported, advice that the payment is no longer overdue;
- v. Cheques or credit card payments which have been dishonored;
- vi. Information that in the opinion of SHUTTERS R US FRANCHISING SYSTEMS (AUST) PTY LTD, Customer has committed a serious credit infringement; and
- vii. Information that SHUTTERS R US FRANCHISING SYSTEMS (AUST) PTY LTD has ceased to supply the Products and services to Customer.

d) Customer agrees that SHUTTERS R US FRANCHISING SYSTEMS (AUST) PTY LTD may obtain information about Customer from any business which provides information about the commercial credit-worthiness of persons for the purposes of assessing Customer's application to purchase the Products on credit and collecting any overdue amounts.

e) SHUTTERS R US FRANCHISING SYSTEMS (AUST) PTY LTD may refuse to supply the Products to Customer on credit on the basis of Shutters R Us Franchising Systems (Aust) Pty Ltd's credit assessment of Customer.

Credit arrangements shall be subject to limits set from time to time by Shutters R Us Franchising Systems (Aust) Pty Ltd, and the Customer acknowledges that Shutters R Us Franchising Systems (Aust) Pty Ltd may without any notice period reduce the amount of or terminate any credit account or limit given to any Customer.

## **Privacy**

Shutters R Us Franchising Systems (Aust) Pty Ltd will not disclose any personal information to any marketing company or data base.

a) Customer agrees to Shutters R Us Franchising Systems (Aust) Pty Ltd collecting, using and disclosing information about Customer of the kind referred to in clause (c) above for various purposes, including to:

- i. assesses credit worthiness as outlined abovementioned;
- ii. supply the products and services to Customer and the management of Customer's account;
- iii. communicate with Customer about the products and services which SHUTTERS R US FRANCHISING SYSTEMS (AUST) PTY LTD or its partners or affiliates may provide to Customer;
- iv. implement these Terms and any Sales Contract; and
- v. comply with relevant laws
- vi. The Company or its Agents may list the Customer as defaulter of any unpaid debt or refusal to pay.

b) SHUTTERS R US FRANCHISING SYSTEMS (AUST) PTY LTD, at the written request of Customer, will:

- i. provide Customer with access to any personal information relating to Customer held by SHUTTERS R US FRANCHISING SYSTEMS (AUST) PTY LTD;
- ii. correct or amend any personal information relating to Customer held by SHUTTERS R US FRANCHISING SYSTEMS (AUST) PTY LTD which is inaccurate or out of date; and
- iii. SHUTTERS R US FRANCHISING SYSTEMS (AUST) PTY LTD will handle Customer's personal information in accordance with relevant laws.

## **Intellectual Property**

a) Customer acknowledges that:

- i. All trademarks, copyright and other Intellectual property rights ("Intellectual Property") embodied in or in connection with the Products and any related documentation, parts or software are the sole property of SHUTTERS R US FRANCHISING SYSTEMS (AUST) PTY LTD or its suppliers; and
- ii. All Intellectual Property of SHUTTERS R US FRANCHISING SYSTEMS (AUST) PTY LTD or its suppliers may only be used by Customer with the consent of SHUTTERS R US FRANCHISING SYSTEMS (AUST) PTY LTD or its suppliers, during the continuance of any relevant Sales Contract; and such consent-extends only to use essential for the purposes stated in it. Any licensing of Intellectual Property rights in any software products supplied to Customer will immediately cease upon expiry or termination of the relevant license agreement that governs their use.

b) Customer-must not, during or after the expiry or termination of any relevant Sales Contract, without the prior consent of SHUTTERS R US FRANCHISING SYSTEMS (AUST) PTY LTD or its suppliers in connection with the products.

c) Customer will indemnify SHUTTERS R US FRANCHISING SYSTEMS (AUST) PTY LTD against all liabilities, damages, costs and expenses which SHUTTERS R US FRANCHISING SYSTEMS (AUST) PTY LTD may suffer or incur as a result of work done in accordance with Customer's specification or as a result of the combination or use of the products with other equipment, parts or software not supplied by

SHUTTERS R US FRANCHISING SYSTEMS (AUST) PTY LTD and which results in the Infringement of any intellectual Property.

### **Potential damage to installation/delivery**

We shall not be responsible for damages caused in the course of the installation including (but not limited to) cracking of tiles, chipping of masonry, render blowouts, touch up painting or colour matching and accidental or consequential damage the result of our trades people occasioning such accidental damage or from carrying out the installation and or delivery.

Examples of unacceptable work face conditions may include such observations as; rotten timbers, poor mix of render or plaster which is not adhering to the substrate, out of square openings due to sunken head of opening or warped reveals due to old construction or brand new un-tradesmen like construction, poor access resulting in such congestion that damage can occur due to limited space. That is; you cannot claim against the Company for alleged or actual damage we may cause and you may not make any deductions from our invoice or debt owing to us as a remedy by you to recover such costs. We have an "all care and no responsibility" policy because of the unknown nature of substrates to which we are fixing, the often confined nature of the installation work area and or access.

### **Cancellation of an Order**

Upon execution of a supply or supply and install contract, that being a written acceptance of order by the Company, an order in part or whole will be subject to a 10% cancellation fee of the value being cancelled + GST. regardless of any of the works commencing. It is the responsibility of the Customer to avail him/ her of all design and product specifications prior to ordering as no refund will be forthcoming on the basis of educating oneself of the specifications after ordering. Showrooms and Internet information fully describe items on offer, particularly profiles and paint finishes as well as configurations of panels and accompanying hardware and components incorporated in the make up of our products.

Upon commencement of manufacture of an order in part or whole, there will be a refund except for 90% value of the installation cost + GST (Unused hardware may, at Shutters R Us Franchising Systems (Aust) Pty Ltd discretion be restocked at no charge). If an installation has commenced and the customer changes his/her mind, disputes the contract, abandons the project, dismisses the installer, restricts access to complete works then the Customer is responsible for the full debt. (The Company is entitled to retain the full value of profit and overheads on the original project).

Shutters R Us Franchising Systems (Aust) Pty Ltd are entitled to cancel all or part of an accepted order due to its inability to supply the goods and or services after it has accepted an order and deposit conditional upon refunding the deposit (less monies entitled to be retained as aforementioned in this clause. The Company reserves its rights in so far as claiming costs against the Customer if the cancellation resulted in a dispute or obstruction in carrying out the works or services the fault of the Customer.

### **Taxes**

Prices quoted exclude local and foreign taxes such as but not limited to the following G.S.T. (Goods and Services Tax) or State Tax or Federal Taxes or Any other taxes all orders and sales contracts are subject to approval and acceptance of Shutters R Us Franchising Systems (Aust) Pty Ltd. No contract exists until such time that Shutters R Us Franchising Systems (Aust) Pty Ltd accepts the order in writing and provides you

with a customer / sales number. Shutters R Us Franchising Systems (Aust) Pty Ltd pre existing Terms and Conditions take precedent over any terms and conditions of sale specified on the purchase order which may be in conflict with, inconsistent with, or in addition to the terms and conditions of sale as specified by Shutters R Us Franchising Systems (Aust) Pty Ltd, and shall not be binding upon Shutters R Us Franchising Systems (Aust) Pty Ltd unless expressly accepted in writing by Shutters R Us Franchising Systems (Aust) Pty Ltd.

### **Surcharge on Minimum Purchase**

A handling surcharge of \$10.00 or 15% (whichever is greater) will apply to all shipping orders under A\$250.00.

An order minimum of A\$600.00 exists on all supply only orders and A\$800.00 for supply and install (Metro Only)

### **Shortages / Defects**

Customer MUST inspect goods on pick up or delivery and immediately notify the Company of any damage or defects. No claim is recognized after 24 hours of taking possession. Supply and Installation claims MUST be signed off by Customer at completion of the installation. Failure or refusal to sign acceptance of the completed works is deemed to be acceptance of all the works. Customer is encouraged to sign acceptance and note any defects or shortcomings which can then be addressed by Shutters R Us Franchising Systems (Aust) Pty Ltd management. The Customer No claims recognized after seven (7) days of dispatch from our factory.

### **Handling Fee on Returned Goods**

No goods will be accepted for return unless approved by Shutters R Us Franchising Systems (Aust) Pty Ltd prior to return. Credits will be issued on the basis of inspection and acceptance by Shutters R Us Franchising Systems (Aust) Pty Ltd. Customized or fabricated goods are not returnable. A handling charge of 15% or minimum \$10.00 restocking fee will apply for standard items wrongly ordered or returned due to no fault of Shutters R Us Franchising Systems (Aust) Pty Ltd. Cancellations of our QUICK SHIP items will not be refunded as processing of items are immediate. Cancellations on custom orders must be received in writing within (3) days of placing the order.

All goods must be delivered and or picked up FIS or back to base at the cost of the customer.

### **Ownership of Goods**

Title of ownership of any goods invoiced, held in store or delivered will not pass to the customer until all goods supplied have been paid for in full. Until such time that payment has been received, the customer holds the goods under bailment in their store in good condition and easily identifiable. An order placed by a Customer is deemed to be a financial commitment by the Customer and therefore the value of the order is due payable according to our terms.

The customer's right to possess the goods will cease at the earliest of the following dates:

- At the expiry of any agreed credit period.

- The customer being an individual commits an act of bankruptcy or makes a proposal to his creditors for a composition.
- Being a company, which is placed in receivership or liquidation or enters into any composition with his creditors or enters into any scheme of management.

Our terms and conditions as they relate to installed items ordered as Supply only or as a Supply and Install contract remain the property of Shutters R Us Franchising Systems (Aust) Pty Ltd or it's nominees or subsidiaries until such time as the goods and or services are paid for in full. We reserve the right to alter product specifications and enter on any premises where the customer has stored the goods or where we reasonably believe the goods to be stored. And in the case where goods or items the subject of an unpaid account are installed as fixtures whether by ourselves or anybody including the Customer we have the right to repossess the goods in whole or in part by entering the premises. In the event that we see fit to enter the said premises to recover items the subject of our demands the Customer indemnifies our Company or it's agents and or employees against liability whatsoever as a result of entering the premises.

Shutters R Us Franchising Systems (Aust) Pty Ltd reserves its right to recover outstanding monies as a short fall from such repossession. By repossession the Customer is not relieved of its liability of the original debt or the costs related to any recovery or attempted recovery of the debt. Shutters R Us Franchising Systems (Aust) Pty Ltd reserves its right to seek damages, debt collection fees, interest and court costs and any other recovery costs including consequential losses due to the default of the Customer to pay in full the value of the goods and or services.

### **General**

a) SHUTTERS R US FRANCHISING SYSTEMS (AUST) PTY LTD may amend these Terms at any time by giving Customer notice by mail, e-mail or by posting a notice on SHUTTERS R US FRANCHISING SYSTEMS (AUST) PTY LTD's public website. By continuing to place orders for Products, Customer will be deemed to have accepted the revised Terms.

b) Any provision of these Terms which is invalid or unenforceable will be read down to the extent necessary, and the remaining provisions will continue unaffected,

c) Customer may not assign or attempt to assign any of its rights and obligations under these Terms.

d) These terms are governed by the laws of the State of New South Wales.

### **Insurance**

Where the Company agrees to store or hold on consignment goods on behalf of the Customer, all risk remains with the Customer. Any goods so held are to be insured for full purchase value by the Customer.

### **Jurisdiction & Applicable Law**

The Terms and Conditions shall be governed and construed in accordance with the laws of the Commonwealth of Australia and in particular the State of New South Wales.

The parties agree that the Courts of New South Wales shall have jurisdiction to hear and determine any dispute arising hereunder.

### **Dispute Resolution**



In the event that the Customer raises a legitimate complaint in accordance with the terms of this agreement the Company will arrange an assessment as soon as practicable. Any legitimate complaint will be addressed by the Company to satisfy the Customer in accordance with the Consumer Protection Legislation and the Fair Trading Act. Our objective will be to satisfy the parties with all reasonable expectations and without prejudice to the Company or the rights of the Customer.

### **Assignment**

This agreement shall not be assigned by the Customer whether voluntarily, involuntarily or by operation of Law without the prior consent of the Company. No such assignment by the Customer howsoever occurring shall relieve the assignor of its obligations hereunder.

### **Severability**

In the event that any or part of these terms, conditions or provisions shall be determined invalid, unlawful or unenforceable to any extent such terms, conditions or provisions shall be severed from the remaining terms and conditions which shall continue to be valid and enforceable to the fullest extent permitted by law.

### **WARRANTY**

Our warranty applies to the original Customer and to the original installation. Supply and Installation projects installed in Australia are subject to the Home Owners Warranty Act. The customer shall notify Shutters R Us Franchising Systems (Aust) Pty Ltd within seven (7) days of occurrence and Shutters R Us Franchising Systems (Aust) Pty Ltd shall repair or replace the defective products without cost to the customer or at Shutters R Us Franchising Systems (Aust) Pty Ltd option, repay the purchase price upon return of the defective products if a product supplied by Shutters R Us Franchising Systems (Aust) Pty Ltd is proven to be defective in material or workmanship. Shutters R Us Franchising Systems (Aust) Pty Ltd shall be given reasonable opportunity to investigate all claims. Shutters R Us Franchising Systems (Aust) Pty Ltd will not be liable for products subjected to abuse or unintended use. Products may be returned only after customer receives specific instructions from Shutters R Us Franchising Systems (Aust) Pty Ltd. The aforesaid obligation of Shutters R Us Franchising Systems (Aust) Pty Ltd to repair, replace defective products or, at Shutters R Us Franchising Systems (Aust) Pty Ltd option, to repay the purchase price shall be the limit of Shutters R Us Franchising Systems (Aust) Pty Ltd liability and the customer's exclusive remedy. There are no implied or express warranties, which extend beyond the sale of the goods policies stated herein.

### **RESEARCH AND DEVELOPMENT**

Shutters R Us Franchising Systems (Aust) Pty Ltd are continually researching and developing their products for improvement and therefore reserve the right to alter product specifications, change or withdraw products from the market at any time without notice and without incurring any liability.

### **TERMS OF AGREEMENT ANNEXURE**

To be read in conjunction with Shutters R Us Franchising Systems (Aust) Pty Ltd Standard Quotation

Our prices are predicated on the following assumptions, guaranteed, provided for or made good by others at no cost to Shutters R Us Franchising Systems (Aust) Pty Ltd:

1. The fixing surfaces are structurally adequate for our purposes e.g. Brick work reinforced, timber joists blocked out etc. Hollow brick frogged bricked or substrate that is not structural be made structural such as filling with injected epoxy or other suitable grounds for the purpose of our fixings be given full capture
2. Any deformed surfaces will be rectified e.g. Rough concrete, loose fixings, out of level or out of plumb vertical walls, corners without metal lathe external beading.
3. All adjacent surfaces e.g. Tiles, paving, walls etc., required to be spoilt during installation will be made good. By drilling, coring, scabbling, cutting into or setting on top of, the tiles/pavers/stone or whatever finished surface is cracked, chipped or damaged by way of all care but no responsibility for repair of same.
4. Clear and adequate unhindered access to all work faces.
5. All linings or coverings to be removed as required for Shutters R Us Franchising Systems (Aust) Pty Ltd fixings. All furnishings structures or obstructions to be removed prior to our arrange installation.
6. All formed radii to be accurate. Should rolling require manipulation the sub contract will be subject to additional charges.
7. 240 Volt AC power provided to all works areas.
8. Cost of malicious or accidental damage by others to Shutters R Us Franchising Systems (Aust) Pty Ltd products be subject to additional charges
9. Secure areas provided and allocated for the storage of Shutters R Us Franchising Systems (Aust) Pty Ltd products.
10. Quotation value to be adjusted for visits to site when site not ready contrary to advice given. (See separate cost advice) One site measure allowed for and one continuous uninterrupted installation has been allowed for.

## **INCLUSIONS and EXCLUSIONS Applied to the Scope of Works**

### **INCLUSIONS**

Aluminum will be of Structural Architectural grade

Balustrade Specific order considerations:

Customer is to be fully advised as to the colour and gloss factor as noted on the Quotation Acceptance form.

Colour of product, colour of components, are very important items to be reviewed by Customer. In the event of non specific orders placed the Company will revert to its default in its full discretion in order to expedite the works.

Operating components/ end caps colour matched to suit the closest colour to the body of the panel colour. Standard components colours used on cassettes, end caps etc - Body Colours: All tones of Whites - Soft White. Body Colours: All tones of Creams, Yellows, Beiges - Off White. Body Colours: All tones of Grey, Blues, Anodized, Grey/Brown blends - Grey. Body Colours: Black. - Black. All assemblies are constructed on the discretion of the manufacturer on the above mentioned practice. Special colours may be produced in minimum quantities to justify the production costs at the cost to the project quoted by request.

Choice of colors from Powder Coaters standard range (all other Colors subject to surcharge)

The powder coating will be guaranteed for seven years per the Powder Coaters and Paint Manufacturers warranties, Shutters R Us Franchising Systems (Aust) Pty Ltd will pass these on Back to Back.

Trade clean

## **EXCLUSIONS**

Scaffolding

Allowances for Industrial Action

Cranes or any form of vertical lifting or placement of any of the goods or tools and equipment required to carry out the works over the work height area of 2.4metres.

Allowances for inclement weather delays, protection, special equipment

Special site allowances, approvals or permits.

Hire of and/or cleaning sheds Protection of works after handover

Timber supports, packing, and the like

Painting Concrete or Rendering

Provision of electrical power

Final Clean other than trade clean.

Provision of Water Supply

Moving of furniture, plants, equipment & Fixtures Removal of railings, barricades, Window furnishings, clips, brackets etc.

Surface and sub surface structural integrity.

Waterproofing, flashing, membranes, dewatering, trim angles and caulking or jointing compounds.

Building out, squaring up openings, core filling of any openings the subject of out of square or lacking in structure is excluded from our scope of works. Particular attention should be placed on understanding that the opening provided by the Customer is what Shutters R Us Franchising Systems (Aust) Pty Ltd installers have to work with to install a precision square panel.

## **E & OE**

We reserve our rights to review the terms and conditions of sale at our discretion at any time.