

- **Delivery and Installation** – Delivery will be effected as soon as possible as stated on this order however due to the nature of custom manufacturing delays or errors this timeframe is an estimate only. No compensation will be offered for inconvenience, cost, lost work time or any other associated losses incurred by the Client due to a warranty or defect. *See clauses 6, 7, and 13*
- **Defects and Warranty** – Unless otherwise specified Stan Bond products are covered by a twelve (12) month manufacturer's warranty. Where component suppliers offer a longer warranty this covers only the component costs and not any associated labour or installation costs. *Refer clause 12*
The above guarantees do not provide for any fault arising out of obvious damage or misuse.
- **Cancellations of Order** – In the event of cancellation the Client shall pay all costs incurred by Stan Bond up to the date of cancellation being a minimum of thirty-five percent (35%) of the contract Price. *Refer clause 14*
- **Recovery of Costs** – Unless otherwise agreed the Client agrees to pay any and all outstanding amounts due upon completion of the installed Products. After seven (7) days any outstanding amount shall incur a five percent (5%) administration fee (up to a maximum of two hundred dollars (\$200.00) and be subject to default interest of two and a half percent (2.5%) interest compounding per calendar month. The Client will incur any and all fees and charges in recovering monies. *Refer clauses 5 and 13*

1. Definitions

- 1.1 "Stan Bond" means Stan Bond (SA) Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Stan Bond (SA) Pty Ltd.
- 1.2 "Client" means the person/s or any person acting on behalf of and with the authority of the Client requesting Stan Bond to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:
(a) if there is more than one Client, is a reference to each Client jointly and severally; and
(b) if the Client is a part of a trust, shall be bound in their capacity as a trustee; and
(c) includes the Client's executors, administrators, successors and permitted assigns.
- 1.3 "Products" means all Products or Services supplied by Stan Bond to the Client at the Client's request from time to time (where the context so permits the terms 'Products' or 'Services' shall be interchangeable for the other).
- 1.4 "Price" means the Price payable (plus any GST where applicable) for the Products as agreed between Stan Bond and the Client in accordance with clause 5 below.
- 1.5 "GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).

2. Acceptance

- 2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Products.
- 2.2 These terms and conditions may only be amended with the consent of both parties in writing, and shall prevail to the extent of any inconsistency with any other document or contract between the Client and Stan Bond.
- 2.3 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.

3. Errors and Omissions

- 3.1 The Client acknowledges and accepts that Stan Bond shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):
(a) resulting from an inadvertent mistake made by Stan Bond in the formation and/or administration of this contract; and/or
(b) contained in/omitted from any literature (hard copy and/or electronic) supplied by Stan Bond in respect of the Services.
- 3.2 In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or wilful misconduct of Stan Bond; the Client shall not be entitled to treat this contract as repudiated nor render it invalid.

4. Change in Control

- 4.1 The Client shall give Stan Bond not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, change of trustees or business practice). The Client shall be liable for any loss incurred by Stan Bond as a result of the Client's failure to comply with this clause.

5. Price and Payment

- 5.1 At Stan Bond's sole discretion the Price shall be either:
(a) as indicated on any invoice provided by Stan Bond to the Client; or
(b) the Price as at the date of delivery of the Products according to Stan Bond's current price list; or
(c) Stan Bond's quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of fourteen (14) days.
- 5.2 Stan Bond reserves the right to change the Price if a variation to Stan Bond's quotation is requested. Any variation from the plan of scheduled works or specifications (including, but not limited to, any variation as a result of additional works required due to unforeseen circumstances such as poor weather conditions, limitations to accessing the site, prerequisite work by any third party not being completed hidden wires or pipes in walls) will be charged for on the basis of Stan Bond's quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion.
- 5.3 At Stan Bond's sole discretion a non-refundable deposit of one third of the Price may be required.
- 5.4 Time for payment for the Products being of the essence, the Price will be payable by the Client on the date/s determined by Stan Bond, which may be:
(a) on delivery of the Products;
(b) before delivery of the Products;
(c) the date specified on any invoice or other form as being the date for payment; or
(d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by Stan Bond.

- 5.5 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Client and Stan Bond.
- 5.6 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by Stan Bond nor to withhold payment of any invoice because part of that invoice is in dispute.
- 5.7 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

6. Delivery of Products

- 6.1 Delivery ("Delivery") of the Products is taken to occur at the time that:
- (a) the Client or the Client's nominated carrier takes possession of the Products at Stan Bond's address; or
 - (b) Stan Bond (or Stan Bond's nominated carrier) delivers the Products to the Client's nominated address even if the Client is not present at the address.
- 6.2 At Stan Bond's sole discretion the cost of delivery is in addition to the Price.
- 6.3 Any time specified by Stan Bond for delivery of the Products is an estimate only and Stan Bond will not be liable for any loss or damage incurred by the Client as a result of delivery being late. However both parties agree that they shall make every endeavour to enable the Products to be delivered at the time and place as was arranged between both parties. In the event that Stan Bond is unable to supply the Products as agreed solely due to any action or inaction of the Client, then Stan Bond shall be entitled to charge a reasonable fee for redelivery and/or storage.

7. Delays and Extension of Time

- 7.1 Stan Bond and the Client acknowledge that due to the custom manufactured and highly specific nature of the Products, delays in Delivery due to supply restrictions, manufacturing errors or installation delays may occur.
- 7.2 The Client accepts that delays of up to six (6) weeks will be considered reasonable where supply restrictions, manufacturing errors or installation delays occur.
- 7.3 Stan Bond will endeavour to alert the Client's via phone, fax, email or sms message about delays before any expected completion date, however failure to do so does not constitute a failure of Stan Bond's contractual obligation.
- 7.4 The Client agrees that where Stan Bond's ability to perform its obligations of this contract is adversely affected by war, strike, trade disputes, damage to plant or machinery, shortage or delay of materials or any other cause beyond the control of Stan Bond the contract may be terminated or suspended with written notice to the Client for up to three (3) months at the discretion of Stan Bond.
- 7.5 The Client accepts that installation may be cancelled with little notice if the installer is delayed or due to hot or wet weather, unsafe access or unavailability of parking.
- 7.6 The Client accepts that additional periods of access for installation may be required due to manufacturing errors or delays and access must be allowed as per clause 10.1.
- 7.7 Stan Bond shall not be liable for any loss, costs or damage whatsoever arising from delays.

8. Risk

- 8.1 Risk of damage to or loss of the Products passes to the Client on Delivery and the Client must insure the Products on or before Delivery.
- 8.2 If any of the Products are damaged or destroyed following delivery but prior to ownership passing to the Client, Stan Bond is entitled to receive all insurance proceeds payable for the Products. The production of these terms and conditions by Stan Bond is sufficient evidence of Stan Bond's rights to receive the insurance proceeds without the need for any person dealing with Stan Bond to make further enquiries.
- 8.3 Where Stan Bond is required to install the Products, the Client warrants that the structure of the premises or framing upon which these Products are to be installed is sound and will sustain the installation and work incidental thereto, and that the Client must advise Stan Bond of the precise location of all wiring or plumbing that may be hidden behind any surface at the installation site and clearly mark the same. Stan Bond shall not be liable for any claims, demands, losses, damages, costs and expenses howsoever caused or arising should the premises or framing be unable to accommodate the installation or for any damage to hidden wiring or pipes (whether or not the Client is aware of their exact location).
- 8.4 Stan Bond shall reserve the right to suspend installation due to safety reasons (including, but not limited to, hot or inclement weather), unsafe access or the unavailability of parking and no compensation for losses incurred by the Client will be accepted.

9. Product Terms and Warnings

- 9.1 The Client acknowledges and accept that:
- (a) whilst fabric and component manufacturers make every effort to match dye lots, paints, weaves, colours or shades, these may vary between batches of product and/or between sale samples and the actual Product supplied; and
 - (b) fabric and component manufacturers cannot guarantee to produce perfectly uniform patterned product, therefore there is no guarantee that patterned product will match perfectly when installed; and
 - (c) the manufacturing process for blinds, awnings and the like may require seams and cross-joints and that the appearance of these may be affected by light source and in particular the construction of the chosen product. The Client shall accept that some mismatching of patterned fabric may result due to the inherent nature of fabric as mentioned in the above clauses; and
 - (d) fabric flaws, ripples or marks will be considered viewed from at least one (1) metre of distance in an even light; and
 - (e) painted and powder coated surfaces will have a uniform appearance in colour and texture when viewed from at least one (1) metre of distance in an even light; and
 - (f) all powder coated and painted surfaces shall be free of excessive scratches that penetrate through the layers of coatings to the bare metal or surface below as per AS3715-2002.
- 9.2 The Client accepts that with the nature of fabric, the finished Products may not roll up or sit level in either the up or down positions. Although Stan Bond shall endeavour to fit the Products to the best possible placement, the Client shall accept that framing that the Products are being attached to may not be square and/or plumb.
- 9.3 The Client accepts that tension on fabric (in particular applying to Ziptrak and Zipscreen blinds) may cause some rippling and this is considered accepted industry standards.
- 9.4 The Client accepts that the installation of security doors will be fitted in a best average fit manner to take into account framing that may not be square, and as a result some tapered visible gaps may occur.

Stan Bond (SA) Pty Ltd – Terms & Conditions of Trade

- 9.5 Stan Bond shall be indemnified from any damage that may be caused (including, breakage to tiles) during the removing of existing fittings in preparation of the installation of the Products.
- 9.6 Where Stan Bond causes damages to tiles or wall fixture during the installation of shower screens, Stan Bond shall replace the damaged parts only in as close to the original part as possible. The Client therefore accepts that some variation may occur due to dye lots, patterns of tiles or damaged parts due to age of the parts and availability of such replacements.

10. Access

- 10.1 The Client shall ensure that Stan Bond has clear and free access to the work site at all times to enable them to undertake the works. Stan Bond shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of Stan Bond.

11. Title

- 11.1 Stan Bond and the Client agree that ownership of the Products shall not pass until:
- (a) the Client has paid Stan Bond all amounts owing to Stan Bond; and
 - (b) the Client has met all of its other obligations to Stan Bond.
- 11.2 Receipt by Stan Bond of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
- 11.3 It is further agreed that:
- (a) until ownership of the Products passes to the Client in accordance with clause 11.1 that the Client is only a bailee of the Products and must return the Products to Stan Bond on request.
 - (b) the Client holds the benefit of the Client's insurance of the Products on trust for Stan Bond and must pay to Stan Bond the proceeds of any insurance in the event of the Products being lost, damaged or destroyed.
 - (c) the Client must not sell, dispose, or otherwise part with possession of the Products other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Products then the Client must hold the proceeds of any such act on trust for Stan Bond and must pay or deliver the proceeds to Stan Bond on demand.
 - (d) the Client should not convert or process the Products or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of Stan Bond and must sell, dispose of or return the resulting product to Stan Bond as it so directs.
 - (e) the Client irrevocably authorises Stan Bond to enter any premises where Stan Bond believes the Products are kept and recover possession of the Products.
 - (f) Stan Bond may recover possession of any Products in transit whether or not delivery has occurred.
 - (g) the Client shall not charge or grant an encumbrance over the Products nor grant nor otherwise give away any interest in the Products while they remain the property of Stan Bond.
 - (h) Stan Bond may commence proceedings to recover the Price of the Products sold notwithstanding that ownership of the Products has not passed to the Client.

12. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)

- 12.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the CCA or the FTA in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.
- 12.2 The Client must inspect the Products on delivery and must within seven (7) days of delivery notify Stan Bond in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Products as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow Stan Bond to inspect the Products.
- 12.3 If the Client is not a consumer within the meaning of the CCA, Stan Bond's liability for any defect or damage in the Products is:
- (a) limited to the value of any express warranty or warranty card provided to the Client by Stan Bond at Stan Bond's sole discretion;
 - (b) limited to any warranty to which Stan Bond is entitled, if Stan Bond did not manufacture the Products;
 - (c) otherwise negated absolutely.
- 12.4 Subject to this clause 12, returns will only be accepted provided that:
- (a) the Client has complied with the provisions of clause 12.2; and
 - (b) Stan Bond has agreed that the Products are defective; and
 - (c) the Products are returned within a reasonable time at the Client's cost (if that cost is not significant); and
 - (d) the Products are returned in as close a condition to that in which they were delivered as is possible.
- 12.5 Notwithstanding clauses 12.2 to 12.4 but subject to the CCA, Stan Bond shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
- (a) the Client failing to properly maintain or store any Products;
 - (b) the Client using the Products for any purpose other than that for which they were designed;
 - (c) the Client continuing the use of any Products after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
 - (d) the Client failing to follow any instructions or guidelines provided by Stan Bond;
 - (e) the Client or any third party arranged by the Client installs the Products in an incorrect manner;
 - (f) any house movement that impacts on the fit of the Products after installation,
 - (g) fair wear and tear, any accident, or act of God.

13. Default and Consequences of Default

- 13.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Stan Bond's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

Stan Bond (SA) Pty Ltd – Terms & Conditions of Trade

- 13.2 If the Client owes Stan Bond any money the Client shall indemnify Stan Bond from and against all costs and disbursements incurred by Stan Bond in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Stan Bond's contract default fee, and bank dishonour fees).
- 13.3 At Stan Bond's sole discretion, should any account become overdue from the agreed payment due date then an amount of five percent (5%) of the amount due (up to a maximum of two hundred dollars (\$200.00)) shall be levied as an administration fee which sum shall become immediately due and payable.
- 13.4 Further to any other rights or remedies Stan Bond may have under this contract, if a Client has made payment to Stan Bond, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Stan Bond under this clause 13 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this contract.
- 13.5 Without prejudice to Stan Bond's other remedies at law Stan Bond shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Stan Bond shall, whether or not due for payment, become immediately payable if:
- any money payable to Stan Bond becomes overdue, or in Stan Bond's opinion the Client will be unable to make a payment when it falls due;
 - the Client has exceeded any applicable credit limit provided by Stan Bond;
 - the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
- 14. Cancellation**
- 14.1 Without prejudice to any other remedies Stan Bond may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions Stan Bond may suspend or terminate the supply of Products to the Client. Stan Bond will not be liable to the Client for any loss or damage the Client suffers because Stan Bond has exercised its rights under this clause.
- 14.2 Stan Bond may cancel any contract to which these terms and conditions apply or cancel delivery of Products at any time before the Products are delivered by giving written notice to the Client. On giving such notice Stan Bond shall repay to the Client any money paid by the Client for the Products. Stan Bond shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 14.3 In the event that the Client cancels delivery of Products the Client shall be liable for any and all loss and/or costs incurred (whether direct or indirect) by Stan Bond as a direct result of the cancellation (including, but not limited to, any loss of profits) being at minimum of thirty-five percent (35%) of the Price.
- 15. Privacy Act 1988**
- 15.1 The Client agrees for Stan Bond to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Client in relation to credit provided by Stan Bond.
- 15.2 The Client agrees that Stan Bond may exchange information about the Client with those credit providers and with related body corporates for the following purposes:
- to assess an application by the Client; and/or
 - to notify other credit providers of a default by the Client; and/or
 - to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
 - to assess the creditworthiness of the Client including the Client's repayment history in the preceding two years.
- 15.3 The Client consents to Stan Bond being given a consumer credit report to collect overdue payment on commercial credit.
- 15.4 The Client agrees that personal credit information provided may be used and retained by Stan Bond for the following purposes (and for other agreed purposes or required by):
- the provision of Products; and/or
 - analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Products; and/or
 - processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
 - enabling the collection of amounts outstanding in relation to the Products.
- 15.5 Stan Bond may give information about the Client to a CRB for the following purposes:
- to obtain a consumer credit report;
 - allow the CRB to create or maintain a credit information file about the Client including credit history.
- 15.6 The information given to the CRB may include:
- personal information as outlined in 15.1 above;
 - name of the credit provider and that Stan Bond is a current credit provider to the Client;
 - whether the credit provider is a licensee;
 - type of consumer credit;
 - details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
 - advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and Stan Bond has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
 - information that, in the opinion of Stan Bond, the Client has committed a serious credit infringement;
 - advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
- 15.7 The Client shall have the right to request (by e-mail) from Stan Bond:
- a copy of the information about the Client retained by Stan Bond and the right to request that Stan Bond correct any incorrect information; and
 - that Stan Bond does not disclose any personal information about the Client for the purpose of direct marketing.
- 15.8 Stan Bond will destroy personal information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.

- 15.9 The Client can make a privacy complaint by contacting Stan Bond via e-mail. Stan Bond will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.
- 16. Unpaid Seller's Rights**
- 16.1 Where the Client has left any item with Stan Bond for repair, modification, exchange or for Stan Bond to perform any other service in relation to the item and if after three (3) months Stan Bond has not received or been tendered the whole of any monies owing to it by the Client, Stan Bond shall have, until all monies owing to Stan Bond are paid:
- (a) a lien on the item; and
 - (b) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods.
- 16.2 The lien of Stan Bond shall continue despite the commencement of proceedings, or judgment for any monies owing to Stan Bond having been obtained against the Client.
- 17. General**
- 17.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 17.2 These terms and conditions and any contract to which they apply shall be governed by the laws of South Australia in which Stan Bond has its principal place of business, and are subject to the jurisdiction of the courts in South Australia.
- 17.3 Subject to clause 12, Stan Bond shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by Stan Bond of these terms and conditions (alternatively Stan Bond's liability shall be limited to damages which under no circumstances shall exceed the Price of the Products).
- 17.4 Stan Bond may licence and/or assign all or any part of its rights and/or obligations under this contract without the Client's consent.
- 17.5 The Client cannot licence or assign without the written approval of Stan Bond.
- 17.6 Stan Bond may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of Stan Bond's sub-contractors without the authority of Stan Bond.
- 17.7 The Client agrees that Stan Bond may amend these terms and conditions at any time. If Stan Bond makes a change to these terms and conditions, then that change will take effect from the date on which Stan Bond notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for Stan Bond to provide Products to the Client.
- 17.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 17.9 Both parties warrant that they have the power to enter into this contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this contract creates binding and valid legal obligations on them.