

Versa Robes Pty Ltd - TERMS AND CONDITIONS

To the fullest extent legally permissible all dealings between Versa Robes and the customer relating to any work done and/or products sold and supplied by Versa Robes to the customer are subject to the following Terms and Conditions unless otherwise expressly agreed in writing.

1. Unknown Conditions: Our quotes are based on the visible existing conditions and expectations that previous works have followed standard building practice. Versa Robes will not accept any liability for unexpected conditions exposed during demolition or installation.

2. Workmanship and Access: Versa Robes will at times carry out the installation of this order in a tradesman like manner, however Versa Robes cannot be held responsible for any damage accidentally caused by the installer. Versa Robes is not responsible for any minor marks, tiles that may crack or break during the installation of shower screens. Where chimneys and/or walls or floors are out of square not plumb or not level, Versa Robes will use fillers or packers to square up the chimney wall to replace installation of the Joinery. The customer should ensure that all movable items are removed from shelves etc.

3. Minor Marks: The installation will result in minor scuffs etc. Unless otherwise agreed in writing the customer will be responsible for the make good.

4. Preparation for Installation: Joinery will be installed in areas that have been cleaned and prepared by the customer. It is not the responsibility of Versa Robes to move furniture, cut carpet, or to empty existing wardrobes or cupboards. Versa Robes reserves the right to charge additional costs to perform these services. It is the customer's responsibility to ensure that any electrical fittings in the relevant workspace are removed prior to the scheduled installation date.

5. Power: It is the customer's responsibility to ensure power is available on the day of installation.

6. Payment: Payment is strictly nett C.O.D. which means upon delivery and installation. If trading terms have been agreed then payment would be within 14 days from the end of the month in which the tax invoice is issued (dependent upon the credit terms sought by the customer under clause 4 of the Application for Credit Account and if subsequently agreed to by Versa Robes) and shall be made by cash, cheque, bank cheque, electronic funds transfer or EFTPOS in full and without deduction unless varied in writing by Versa Robes. I agree that my/our property, both real and personal and including any future property, shall be charged as security in favour of Versa Robes Pty Ltd for any debt owing to Versa Robes Pty Ltd and Versa Robes Pty Ltd shall be entitled to register a caveat in respect of such property.

7. Cancellation Fee: If you choose to cancel your order after deposit has been received by Versa Robes, a cancellation fee will apply and this will be based on costs incurred to date.

8. Interest: Interest shall be charged on overdue amounts pursuant to the Bank rate provided from time to time plus 2%.

9. Charges: All government imposts (including GST or equivalent) shall be charged to the customer.

10. Limitation of Liability: The customer agrees to limit any claim against Versa Robes to the cost of replacement products.

11. Returns: The customer agrees not to return products supplied by Versa Robes without the prior express approval of Versa Robes.

12. Orders: The customer agrees that if any dispute arises concerning any order the internal records of Versa Robes shall be conclusive evidence of what was ordered no verbal representation shall be allowed. An order placed by the customer shall be considered to be a representation by the customer that, at the time, that it is solvent and able to pay all of its debts as and when they fall due. When placing any order, the customer shall inform Versa Robes of any defects which might reasonably affect acceptance of the order by Versa Robes. As all the products are made to measure, the acceptance of a written quotation provided by Versa Robes is defined as an order to commence the cutting of raw materials and from that time Versa Robes cannot accept any purported cancellation of the order.

13. Supply and Delivery: Versa Robes may supply and/or deliver by instalments and/or without or cancel delivery without ramification where Versa Robes has insufficient materials and /or resources to fulfill orders, or where materials are not available to supply or where the customer is in breach of these Terms. Versa Robes will endeavor to deliver and install the products ordered on specified dates but cannot be held responsible for the shortage of materials to be supplied by others. A failure to meet on a specified date cannot be constituted as a breach of contract and will not create a cancellation of the order.

14. Variations: To be binding any variation or cancellation of the order or of these Terms must be approved by Versa Robes in writing.

15. Default or Breach: On default or breach of any part of these Terms by the customer Versa Robes may amongst other things terminate any contract, retain all monies paid, cease further deliveries and recover all lost profits. On default or breach of any part of these terms by the customer, all monies owing to Versa Robes by the customer become immediately due and payable. While the customer is in default under any part of these Terms or in any of its dealings with Versa Robes, the customer agrees not to commence or continue to permit to be commenced or continued through it any suit or claim against Versa Robes. The customer agrees to indemnify Versa Robes for all fees and expenses payable to all solicitors, merchantable agents and other parties acting on behalf of Versa Robes in respect of anything instituted or being considered against the customer whether for debt, possession of any goods or otherwise (including all legal costs on an indemnity basis). Versa Robes may apply any payment in reduction of fees, interest and/or any principal debt in such order or priority as Versa Robes in its discretion deems appropriate. The customer irrevocably authorises the payment directly to Versa Robes of any debt due to the customer by any debtor of the customer in reduction of any amount due to Versa Robes under these Terms or otherwise.

16. Indemnify: The customer fully indemnifies Versa Robes against any claim or loss arising from or related in any way to any dealing between Versa Robes and the customer and/or arising under these Terms.

17. Other Terms Not Applicable: No terms and conditions sought to be imposed by the customer upon Versa Robes shall apply unless agreed in writing.

18. Restructure: Where the customer is a corporation or a business, the customer shall notify Versa Robes in writing of any change in its structure or management including any change in director, shareholder and/or management and/or any change in partnership and/or trusteeship within 7 days of such change. Until such notice is received the customer guarantees the performance of all obligations passing in any third party and fully indemnifies Versa Robes against all loss (including legal costs on all indemnify basis).

19. Jurisdiction: The customer agrees that all dealings with Versa Robes shall be governed by the law applicable in the State of Victoria and the customer agrees to submit to the jurisdiction of the appropriate Court nominated by Versa Robes in that State.

20. Waiver: Any election by Versa Robes not to exercise any of its rights arising from any breach of these Terms shall not constitute a waiver of any rights of Versa Robes relating to any other breach.

21. Force Majeure: Versa Robes shall not be in default or in breach of any contract with the customer as a result of Force Majeure including but not limited to any strike, lock out, or inability of suppliers to supply materials.

22. Insolvency: If the customer commits or is involved in any act of insolvency the customer shall be deemed to be in default under these terms. An act of insolvency is deemed to include the appointment of any insolvency practitioner and/or the calling of any formal meeting of creditors.

23. Severability: Any part of these terms shall be capable of severance without, affecting any other part of these terms. All other items subject to damage should be either cleared or protected to enable clear access so that work can be performed without hindrance. Versa Robes reserves the right to charge a service fee if the customer fails to ensure access to the premises for the installer at the appointed time. A half day delay (up to 4 hours) will incur a fee of \$175 and a full day delay (4 to 8 hours) will incur a fee of \$300 which the customer must pay. A change to the installation date requires 7 working days prior notice, failing which the above service fees will apply.

24. Quality of Material: Versa Robes cannot accept responsibility for minor imperfections e.g. slight colour variations of finishes, when such occurrences are generally regarded as being within industry standards.

25. MDF Doors: MDF doors may occasionally bow or warp. Incorrect sealing or painting of doors, uneven painting on any surface, and/or high or fluctuating temperatures will void the warranty on these products.

26. All Rubbish: Is to be removed by the customer unless otherwise specified.

27. Unless Otherwise Specified for Built-in Wardrobes:

- * Versa Robes uses the existing walls, floor and ceiling.
- * No backing board, floor or top will be supplied.
- * All shelving and side walls will be to Versa Robes standard sizes.
- * All shelving will be white melamine.
- * Doors, shelving or side walls will not be painted or stained.
- * Fixed shelves are installed with cleats.

28. Guarantee: Joinery (7 year warranty) Stone (10 year warranty). This excludes any damage from misuse or abuse. Showerscreens, Mirrors and Splashbacks: Versa Robes offers a 2 year service warranty on workmanship and material. Glass products once installed are not guaranteed against breakage or damage of any kind. *Any service calls which are not deemed to be warranty claims will be at a call out cost of \$150 and \$100 per hour thereafter.

29. Retention of Title:

- (i) Title in the goods only passes to the customer upon receipt in full by Versa Robes of the purchase price for the products. In the case of default in payment by the customer Versa Robes shall have the right to retake possession of and permanently retain any unpaid for products and to revoke any liability of Versa Robes to the customer on the Contract of Sale and delivery of such products.
- (ii) Notwithstanding the title remains with Versa Robes until payment in full is received, the risk in the products passes to the customer upon delivery.
- (iii) Until title in the products passes to the customer:
 - (a) The customer will hold the products solely as Bailee for Versa Robes:
 - (b) The customer will store the products separately from its own goods and those of other persons and in such a manner as will clearly identify the product as the property of Versa Robes:
 - (c) In the event that the customer fails to pay for the products within the normal term of trade of Versa Robes then Versa Robes may repossess the products and the customer hereby licenses Versa Robes to enter the customers premises or any other premises where the products are located at any time without notice in order to inspect or repossess the products:
 - (d) The customer is hereby authorised to sell the products but only as an agent and Bailee for Versa Robes and the entire proceeds of the sale must be held in a separate account in trust for Versa Robes. Versa Robes otherwise reserves ownership of the products against the customer and any sub-buyers:
 - (e) The customer hereby agrees not to cut, alter, affix or install the products until title has passed to the customer and
 - (f) Versa Robes retains its right as unpaid seller in respect of the products.

"I have read and accept the above Terms and Conditions and agree to be bound by them"

Customer Name: _____

Signed: _____

Date: _____

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