



# 1. Terms and Conditions

**WHERE GOODS AND/OR SERVICES SUPPLIED PURSUANT TO THIS AGREEMENT ARE SUPPLIED FOR THE PURPOSE OF A BUSINESS THEN THE PROVISIONS OF THE CONSUMER GUARANTEES ACT 1993 WILL NOT APPLY (SECTION 42.2)**

1.1 Terms and Conditions set out below govern all the supplies of products from Global Window Coverings Ltd (GWC) to the Purchaser ("You"). They will replace any Terms and Conditions contained in any document used by you and purporting to have a contractual effect and your acceptance of any products from GWC indicates your acceptance of these Terms and Conditions.

## 2 PRICES

2.1 Prices of the products may vary. All prices will be confirmed upon placement of orders.

2.2 All prices quoted do not include GST or Freight and all prices are valid for ten (10) working days from the date of a proposal unless otherwise stated.

## 3 RISK AND DELIVERY

3.1 You are responsible for insurance and the risk in the products from the time they are received by a carrier for delivery to you or, where you have assumed responsibility for carriage, collected by you.

3.2 All claims for shortage or damage during delivery must be made to the carrier within three (3) days of the date of delivery. Where goods appear to be damaged or missing you must contact the carrier and GWC immediately.

3.3 GWC will make every effort to ensure delivery of products, or performance of services, is on time but will not be liable to you for any loss or damage arising in any way from any delay in delivery or performance.

3.4 You agree to pay all delivery costs.

3.5 Delay in delivery or performance shall not entitle you to cancel any order.

3.6 Where you ask us to deliver goods directly to another person, that person takes possession of the goods for you as your agent, but you are still directly responsible to us under these terms and conditions.

## 4 PAYMENT

4.1 Terms of Payment would be 20th of month following or seven (7) days following the date of invoice or Cash on Delivery (COD) as per authorized account application form.

4.2 You agree to pay for the products in full without deduction or set-off and to pay goods and services tax and any other Government duties levies or taxes in respect of the products.

4.3 If payment is not made in full by the due date GWC reserve the right to charge interest on overdue accounts at a rate set from time to time by the company and which may change without notice.

4.4 You agree to indemnify us and pay all costs and expenses including legal costs on a solicitor – client basis if legal action is necessary and/or debt collection costs which we may incur in recovering from you any overdue account.

4.5 GWC has sole discretion to determine the amount of credit it will extend to you at any time.

## 5 GENERAL

5.1 That under the terms of the Privacy Act (1 July 1993) you irrevocably authorize any person or company to provide us with such information as we may require in response to our credit enquiries. That you authorize us to furnish to any third party details of this application and any subsequent dealings that you may have with us as a result of this application being actioned by us.

## 6 PROPERTY

6.1 Property and Ownership of products will remain with GWC until GWC receives payment in full of the purchase price of the products and all other amounts that you owe to GWC for any reason.

## 7 WARRANTIES

7.1 All GWC products are manufactured to the highest standards and are covered by a Three Year Unconditional Warranty. This is your assurance that if our product fails within three (3) years we will repair it or replace it free of charge.

## 8 VARIATION

8.1 GWC reserves the right to modify and vary these Terms and Conditions at any time.