

Terms & Conditions

General

- 1. Upon acceptance of these terms either by a signature and or a deposit paid, a **binding contract** is entered into between the Client and Vestis Systems, Inc. (Hereafter represented by Vestis Systems) notwithstanding Vestis Systems right of non-acceptance due to errors and omissions.
- 2. **Quotations** provided by Vestis Systems are valid for 30 days from date on quote and may be subject to change after that time. Accepted orders are subject to change upon final check measure by Vestis Systems. Vestis Systems reserves the right of non-acceptance at any time.
- 3. **Completion date** is an estimate only and subject to material availability. No responsibility will be accepted for delays as stated in clause 20. No compensation will be paid for any delays.
- 4. **Client to make access to the works available** between 7.00am to 4.00pm Monday to Friday or as otherwise agreed.
- 5. **Client accepts that any powder coat colors and brand** stated on this quote are as per the client's selection and that Vestis Systems takes no responsibility for shade variations.
- 6. **Vestis Systems accepts no responsibility for material variations** such as color, grain, rippling, shrinkage or changes in length and Vestis Systems shall not be liable in any way for loss or damage suffered as a consequence thereof.
- 7. Whilst every attempt will be made by **Vestis Systems to ensure that the products sold and delivered match samples or products on display in showrooms**, any minor or material variation or change in color or grain between the sample and the goods delivered shall not entitle the client to reject the goods nor to claim any compensation for such variation or change.
- 8. Vestis Systems strive to achieve the **highest standard possible** in the manufacture and installation of products which have been purchased and all work will be carried out as directed by Vestis Systems unless specific instructions are written on this agreement or actual written specifications are given to Vestis Systems by the client at point of sale.
- 9. Client acknowledges that **Vestis Systems staffs are not qualified color consultants or interior decorators**— any suggestions or recommendations are their opinions only and the client takes responsibility for the choice of materials or products ordered.

- 10. **The acceptable standard for imperfections on the final job** is- if it is visible with naked eye, in natural daylight at a distance of 4 feet, it is not acceptable. If it is not visible with the naked eye, in natural daylight at distance of 4 feet it is acceptable.

Terms of payment

- 11. **Once a deposit is paid, a binding contract is entered into between the Client and Vestis Systems.** Fifty per cent (50%) of the selling price must be paid by the client as a deposit at the time of acceptance of the quotation or placement of the order. Deposit paid is non-refundable.
- 12. On practical completion (i.e. the majority of the order has been supplied and installed) **final payment** to the installer is recovering the debt.
- 13. In the event of non-payment, **client will be liable for all or any legal costs** incurred by Vestis Systems in recovering the debt.
- 14. The client hereby acknowledges that the **goods and services supplied by Vestis Systems shall remain the property of Vestis Systems until full payment is received.** In the event of the client defaulting in any terms of this agreement including the payment of any monies due under this agreement then Vestis Systems shall have the right (without serving notice) to retake possession of the goods supplied to the client by Vestis Systems. The client hereby authorizes and allows Vestis Systems representatives, agents or employees to enter premises upon which the goods are housed or stored for the purpose of re-claiming possession and Vestis Systems shall not be liable for any costs, losses, damages, expenses or any other monies or losses suffered by the client as a result of re-claiming possession of the goods.
- 15. If the client is not ready to **take delivery of or to have goods installed within four weeks of Vestis Systems notifying client** that the goods are to install, the client agrees to pay final payment up to the total value of the purchase price or as otherwise agreed.
- 16. If Vestis Systems advises the customer that the ordered products are ready for installation and the client refuses to accept the products or fails to make arrangement for installation, or if Vestis Systems is unable to contact the client after making reasonable endeavors to do so, **the remainder of the selling price shall immediately become payable.** Vestis Systems shall be entitled to treat an amount equal to the remainder of the selling price as a judgement debt shall be capable of enforcement as a judgement debt without Vestis Systems taking any further action to obtain a judgement debt against the client.

- **17. The client agrees not to hold Vestis Systems responsible for any delays with supply or installation and agrees not to demand any compensation, whether monetary or otherwise.** The client also agrees not to withhold payment if, for any reason, a minor part of a client's order is delayed.
- **18. The client agrees that service of any notices or court documents may be affective forwarded by email, pre-paid post or facsimile to the last known address or facsimile number of the client.**

Force Majeure

- **19. Vestis Systems shall not be liable for any failure or delay to supply, deliver or install the products where such failure or delay is wholly or partly due to any cause or circumstance whatsoever outside the reasonable control of Vestis Systems.**

Product Installation

- **20. Client is required to provide suitable access for all installation inside and outside the house and to remove any obstructions, which could interfere with such installation, or valuables, which could be damaged.** If Vestis Systems technician encounters any unforeseen difficulty with access or installation of the products ordered, the client agrees to pay for any additional costs that may arise.
- **21. Clients are responsible for removing any existing window treatments unless other arrangements are made with the sales representative at point of sale.**
- **22. Vestis Systems products are made square with some special exception and no responsibility can be accepted by Vestis Systems for any damage to premises or interruption to services where such damage or interruption is a result of circumstances beyond the control of Vestis Systems.**
- **23. Whilst every care will be taken when installing products, no responsibility will be accepted by Vestis Systems for any damage to premises or interruption to services where such damage or interruption is a result of circumstances beyond the control of Vestis Systems.**