

Terms & Conditions

General

- 1. Upon acceptance of the terms of this agreement, hereby known as “the contract,” the contract is a **binding contract**. The contract is made binding by a signature and/or a deposit paid. The contract is entered into between the following parties: _____ hereby known as the client, and the vendor, Vestis Systems, Inc., hereby known as Vestis Systems. Vestis Systems has the right of refusal, “refusal” defined here as, refusal to accept a contractual offer by the client. This contract governs the purchase of a product and/or service from Vestis Systems _____, hereby known as the ordered product.
- 2. **Quotations** provided by Vestis Systems are valid for 30 days from the date presented on the quote. The quote is subject to change after that time. The quote is subject to change if the client requests changes to the ordered product. Accepted orders are subject to change upon final check measure by Vestis Systems. Vestis Systems reserves the right of refusal at any time.
- 3. **Completion date** is an estimate only and subject to material availability. No responsibility will be accepted by Vestis systems for delays as stated in clause 20. No compensation will be paid for any delays in the installment or delivery of the ordered product.
- 4. **Client to make access to the works available** between 7.00 am to 4.00 pm Monday through Friday, or as otherwise agreed upon by the parties.
- 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 ordered product delivered shall not entitle the client to reject the goods nor to claim any compensation for such variation or change.
- 8. Vestis Systems will strive to achieve the **highest standard possible** in the manufacturing and installation of products which have been purchased. 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 employees are not qualified color consultants or interior decorators** – any suggestions or recommendations are opinions of employees only and the Client takes responsibility for the choice of materials or products for the ordered product.
- 10. **The acceptable standard for imperfections on the final job** are those that cannot be seen with the naked eye from a distance of four feet (or less) using natural daylight. Discretion will be to the standard of Vestis Systems.

Terms of payment

- 11. **Once a deposit is paid, a binding contract is entered into between the Client and Vestis Systems.** The deposit is fifty percent (50%) or more of the selling price. Deposit must be paid by the client 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. Practical completion is determined by Vestis Systems.
- 13. In the event of non-payment, **the client named 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 on any terms of this agreement, including the installment of any payments due under this agreement then, Vestis Systems shall have the right (without serving notice) to retake possession of the ordered product already delivered 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. Vestis Systems shall not be liable for any costs, losses, damages, expenses, or any other monetary damages 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 the 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 client that the ordered products are ready for installation and the client does any of the following **the remainder of the selling**

price shall immediately become payable: refuses to accept the products, fails to make arrangement for installation, or if Vestis Systems is unable to contact the Client after making reasonable endeavors to do so. Vestis Systems shall be entitled to treat an amount equal to the remainder of the selling price as a Judgement debt. "Judgement debt" is hereby defined as the right to use any or additional collection practices necessary to collect the debt owed to Vestis Systems.

- **17. The client will 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 to the last known address or 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 building 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 (see clause 3).
- **21. Clients are responsible for removing any existing window treatments unless, other arrangements are made with the sales representative at point-of-sale.** Vestis systems retains the right of refusal for any offers made by the client after the contract has become binding concerning who removes the existing window treatments.
- **22. Vestis Systems products are made square with some special exception.** Exceptions must be discussed before the bid is given to the client. If the exceptions are not made known for the bidding process ends, the bid I subject to change (see clause 3).

- **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.

Warranty

- **24. Vestis Systems guarantees that all our products will be free from defects in components and manufacture for a period of twelve months from the date of installation.** This warranty only becomes effective after full payment has been received. Vestis Systems shall use its best endeavors to pass on the Client the benefit of any warranties or guarantees it receives in respect to products or parts thereof supplied to the customer which are not manufactured by Vestis Systems. Defects do not include dislike for the color choice of the ordered product or any other minor physical defects that are not related to the working operation of the ordered product components.
- **25. In domestic use, all goods supplied are guaranteed against faulty material and faulty workmanship, and Vestis Systems will repair or replace at its discretion products or part thereof that prove faulty.** Damage caused by accidents, miss-use, or color change, including color change resulting from solar or other heat sources, are not covered by this warranty. In event the Vestis Systems technician deems the reported defect is not due to faulty workmanship or material, a call out fee will be charged.
- **26. Welded Aluminum Awning Framework** carries a 10 year prorated workmanship warranty.