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## QBC Holdings Pty Ltd T/A Quality Blinds – Terms & Conditions of Trade

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### 1. Definitions

- 1.1 “Quality Blinds” means QBC Holdings Pty Ltd ATF The CQBC Trust & The DQBC Trust (*in partnership*) T/A Quality Blinds, its successors and assigns or any person acting on behalf of and with the authority of QBC Holdings Pty Ltd ATF The CQBC Trust & The DQBC Trust (*in partnership*) T/A Quality Blinds.
- 1.2 “Customer” means the person/s or any person acting on behalf of and with the authority of the Customer requesting Quality Blinds to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:
- (a) if there is more than one Customer, is a reference to each Customer jointly and severally; and
  - (b) if the Customer is a part of a trust, shall be bound in their capacity as a trustee; and
  - (c) includes the Customer’s executors, administrators, successors and permitted assigns.
- 1.3 “Goods” means all Goods or Services supplied by Quality Blinds to the Customer at the Customer’s request from time to time (where the context so permits the terms ‘Goods’ or ‘Services’ shall be interchangeable for the other).
- 1.4 “Price” means the Price payable (plus any GST where applicable) for the Goods as agreed between Quality Blinds and the Customer in accordance with clause 5 below.
- 1.5 “GST” means Goods and Services Tax (GST) as defined within the “A New Tax System (Goods and Services Tax) Act 1999” (Cth).

### 2. Acceptance

- 2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of the Goods.
- 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 Customer and Quality Blinds.
- 2.3 None of Quality Blinds agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of Quality Blinds in writing, nor is Quality Blinds bound by any such unauthorised statements.
- 2.4 Any advice, recommendation, information, assistance or service provided by Quality Blinds in relation to Goods supplied is given in good faith and shall be accepted without liability on the part of Quality Blinds, and it shall be the responsibility of the Customer to confirm the accuracy and reliability of the same in light of the use to which the Customer makes or intends to make of the Goods.
- 2.5 All literature, samples, specifications, dimensions and weights submitted with Quality Blinds quotation are approximate only and the data and descriptions contained in catalogues and other advertising material, while being as accurate as possible, may not necessarily be identical with Goods Quality Blinds supplies, and Quality Blinds reserves the right to supply Goods that have modifications in specifications as Quality Blinds sees fit.
- 2.6 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 Customer acknowledges and accepts that Quality Blinds 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 Quality Blinds 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 Quality Blinds 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 Quality Blinds; the Customer shall not be entitled to treat this contract as repudiated nor render it invalid.

### 4. Change in Control

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

### 5. Price and Payment

- 5.1 At Quality Blinds sole discretion, the Price shall be either:
- (a) as indicated on any invoice provided by Quality Blinds to the Customer; or
  - (b) the Price as at the date of delivery of the Goods according to Quality Blinds current price list; or
  - (c) Quality Blinds quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
- 5.2 Quality Blinds reserves the right to change the Price:
- (a) if a variation to the Goods which are to be supplied is requested; or
  - (b) if a variation to the Services originally scheduled (including any applicable plans or specifications) is requested; or
  - (c) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather conditions, limitations to accessing the site, safety considerations, prerequisite work by any third party not being completed, or inaccurate measurements provided by the Customer, etc.) which are only discovered on commencement of the Services; or
  - (d) in the event of increases to Quality Blinds in the cost of labour or materials which are beyond Quality Blinds control.
- 5.3 Variations will be charged for on the basis of Quality Blinds quotation, and will be detailed in writing, and shown as variations on Quality Blinds invoice. The Customer shall be required to respond to any variation submitted by Quality Blinds within ten (10) working days. Failure to do so will entitle Quality Blinds to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.
- 5.4 At Quality Blinds sole discretion, a non-refundable deposit may be required.
- 5.5 Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date/s determined by Quality Blinds, which may be:

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- (a) on delivery of the Goods;
  - (b) before delivery of the Goods;
  - (c) by way of instalments/progress payments in accordance with Quality Blinds payment schedule;
  - (d) thirty (30) days following the end of the month in which a statement is posted to the Customer's address or address for notices;
  - (e) the date specified on any invoice or other form as being the date for payment; or
  - (f) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by Quality Blinds.
- 5.6 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 Customer and Quality Blinds.
- 5.7 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by Quality Blinds nor to withhold payment of any invoice because part of that invoice is in dispute.
- 5.8 Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to Quality Blinds an amount equal to any GST Quality Blinds must pay for any supply by Quality Blinds under this or any other contract for the sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.
- 6. Delivery of Goods**
- 6.1 Delivery ("**Delivery**") of the Goods is taken to occur at the time that:
- (a) the Customer or the Customer's nominated carrier takes possession of the Goods at Quality Blinds address; or
  - (b) Quality Blinds (or Quality Blinds nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.
- 6.2 At Quality Blinds sole discretion, the cost of delivery is either included in the Price or is in addition to the Price.
- 6.3 Quality Blinds may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
- 6.4 Any time specified by Quality Blinds for delivery of the Goods is an estimate only and Quality Blinds will not be liable for any loss or damage incurred by the Customer as a result of delivery being late. However, both parties agree that they shall make every endeavour to enable the Goods to be delivered at the time and place as was arranged between both parties. In the event that Quality Blinds is unable to supply the Goods as agreed solely due to any action or inaction of the Customer, then Quality Blinds shall be entitled to charge a reasonable fee for redelivery and/or storage.
- 7. Risk**
- 7.1 Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery.
- 7.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, Quality Blinds is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Quality Blinds is sufficient evidence of Quality Blinds rights to receive the insurance proceeds without the need for any person dealing with Quality Blinds to make further enquiries.
- 7.3 If the Customer requests Quality Blinds to leave Goods outside Quality Blinds premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Customer's sole risk.
- 7.4 Where Quality Blinds is required to install the Goods:
- (a) the Customer warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and Quality Blinds shall not be liable for any claims, demands, losses, damages, costs and expenses howsoever caused or arising should the premises or equipment be unable to accommodate the installation;
  - (b) the Customer acknowledges and agrees that whilst Quality Blinds shall take all reasonable care during the installation of Goods, the Customer agrees that Quality Blinds shall not be held liable for any loss, damages, or costs howsoever resulting from drilling or fixing the Goods into any masonry or rendered surfaces during the installation process. Due to the nature of the surfaces, cracking or collapsing may occur.
- 7.5 Where the contract does not include installation of Goods by Quality Blinds, Quality Blinds shall not be liable for any defect or damage resulting from incorrect or faulty installation.
- 7.6 In the event the Customer supplies information relating to measurements and quantities of Goods, it shall be the Customer's responsibility to verify the accuracy of the measurements and quantities, before the Customer or Quality Blinds places an order based on these measurements and quantities. Quality Blinds accepts no responsibility for any loss, damages, or costs however resulting from the Customer's failure to comply with this clause.
- 7.7 The Customer acknowledges and accepts that:
- (a) Goods supplied may exhibit variations in texture, shade, colour, surface, finish, markings, grain, veining, and contain natural fissures, occlusions, and indentations, and may fade or change colour over time. Quality Blinds will make every effort to match dye lots/batches/sales samples supplied in order to minimise such variations, but shall not be liable in any way whatsoever where such variations occur;
  - (b) where an anodised surface finish has been selected, slight colour variation may occur between the main unit frame and any installation trims used due to the difference in aluminium alloys available and manufacturing standards and tolerances shall not be deemed to be a defect in the Goods;
  - (c) whilst fabric manufacturers make every effort to match dye lots, colours or shade may vary between batches of product and/or between sales samples and actual product supplied;
  - (d) fabric manufacturers cannot guarantee to produce perfectly uniform patterned product, therefore there is no guarantee that patterned product will match perfectly when installed;

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- (e) the installation process for fabric products may require seams and cross-joins and that the appearance of these may be affected by light source and in particular the construction of the chosen product.
- 7.8 In the event the Customer orders insufficient quantities of Goods, Quality Blinds will take no responsibility for any variation of colour in additional Goods supplied to the Customer and/or or the availability of additional Goods.
- 8. Electrical Wiring**
- 8.1 In the event that wiring is required for electrically operated shutters, all quotations are based on the following criteria:
- (a) standard 240v general purpose outlet within 500mm of the shutter switch position;
  - (b) switch to be face mounted to wall same side as shutter;
  - (c) all electrical wiring will be mounted in white mini ducting.
- 9. Customer's Responsibilities**
- 9.1 It is the Customer's responsibility to:
- (a) ensure clear and free access to the work site at all times to enable them to undertake the Services. Quality Blinds 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 Quality Blinds. If installation is interrupted by the failure of the Customer to adhere to the installation schedule agreed to between Quality Blinds and the Customer, any additional costs will be invoiced to the Customer as an extra; and
  - (b) have all areas clean and clear to enable scheduled Services to be completed in accordance with the schedule of installation; and
  - (c) Quality Blinds takes no responsibilities for damage caused to Goods by other than Quality Blinds employees; and
  - (d) fully disclose any information that may affect the installation procedures of Quality Blinds.
- 10. Replaced Goods**
- 10.1 Unless otherwise agreed to between Quality Blinds and Customer in writing, replaced items will be collected and disposed of as seen fit by Quality Blinds.
- 11. Storage of Goods**
- 11.1 Quality Blinds may, in its sole discretion, charge a storage fee for any Goods stored at Quality Blinds premises for a period longer than thirty (30) days, irrespective if the Goods have been paid for in full or not.
- 11.2 The Customer acknowledges that Quality Blinds may, in its discretion, sell any Goods held in storage after sixty (60) days upon giving prior written notification to the Customer of its intention to do so. In this situation, Quality Blinds shall have the right to retain all or part of the proceeds of the sale in payment of the Price and/or any storage fees.
- 12. Title**
- 12.1 Quality Blinds and the Customer agree that ownership of the Goods shall not pass until:
- (a) the Customer has paid Quality Blinds all amounts owing to Quality Blinds; and
  - (b) the Customer has met all of its other obligations to Quality Blinds.
- 12.2 Receipt by Quality Blinds 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.
- 12.3 It is further agreed that, until ownership of the Goods passes to the Customer in accordance with clause 12.1:
- (a) the Customer is only a bailee of the Goods and must return the Goods to Quality Blinds on request.
  - (b) the Customer holds the benefit of the Customer's insurance of the Goods on trust for Quality Blinds and must pay to Quality Blinds the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.
  - (c) the Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for Quality Blinds and must pay or deliver the proceeds to Quality Blinds on demand.
  - (d) the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of Quality Blinds and must sell, dispose of or return the resulting product to Quality Blinds as it so directs.
  - (e) the Customer irrevocably authorises Quality Blinds to enter any premises where Quality Blinds believes the Goods are kept and recover possession of the Goods.
  - (f) Quality Blinds may recover possession of any Goods in transit whether or not delivery has occurred.
  - (g) the Customer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of Quality Blinds.
  - (h) Quality Blinds may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.
- 13. Personal Property Securities Act 2009 ("PPSA")**
- 13.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 13.2 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods and/or collateral (account) – being a monetary obligation of the Customer to Quality Blinds for Services – that have previously been supplied and that will be supplied in the future by Quality Blinds to the Customer.
- 13.3 The Customer undertakes to:
- (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Quality Blinds may reasonably require to;

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- (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
  - (ii) register any other document required to be registered by the PPSA; or
  - (iii) correct a defect in a statement referred to in clause 13.3(a)(i) or 13.3(a)(ii);
  - (b) indemnify, and upon demand reimburse, Quality Blinds for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;
  - (c) not register a financing change statement in respect of a security interest without the prior written consent of Quality Blinds;
  - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of Quality Blinds;
  - (e) immediately advise Quality Blinds of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 13.4 Quality Blinds and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 13.5 The Customer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 13.6 The Customer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 13.7 Unless otherwise agreed to in writing by Quality Blinds, the Customer waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 13.8 The Customer must unconditionally ratify any actions taken by Quality Blinds under clauses 13.3 to 13.5.
- 13.9 Subject to any express provisions to the contrary (including those contained in this clause 13) nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

**14. Security and Charge**

- 14.1 In consideration of Quality Blinds agreeing to supply the Goods, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 14.2 The Customer indemnifies Quality Blinds from and against all Quality Blinds costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Quality Blinds rights under this clause.
- 14.3 The Customer irrevocably appoints Quality Blinds and each director of Quality Blinds as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 14 including, but not limited to, signing any document on the Customer's behalf.

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

- 15.1 The Customer must inspect the Goods on delivery and must within five (5) days of delivery notify Quality Blinds in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Customer must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Customer must allow Quality Blinds to inspect the Goods.
- 15.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (**Non-Excluded Guarantees**).
- 15.3 Quality Blinds acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
- 15.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, Quality Blinds makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. Quality Blinds liability in respect of these warranties is limited to the fullest extent permitted by law.
- 15.5 If the Customer is a consumer within the meaning of the CCA, Quality Blinds liability is limited to the extent permitted by section 64A of Schedule 2.
- 15.6 If Quality Blinds is required to replace the Goods under this clause or the CCA, but is unable to do so, Quality Blinds may refund any money the Customer has paid for the Goods.
- 15.7 If the Customer is not a consumer within the meaning of the CCA, Quality Blinds liability for any defect or damage in the Goods is:
  - (a) limited to the value of any express warranty or warranty card provided to the Customer by Quality Blinds at Quality Blinds sole discretion;
  - (b) limited to any warranty to which Quality Blinds is entitled, if Quality Blinds did not manufacture the Goods;
  - (c) otherwise negated absolutely.
- 15.8 Subject to this clause 15, returns will only be accepted provided that:
  - (a) the Customer has complied with the provisions of clause 15.1; and
  - (b) Quality Blinds has agreed that the Goods are defective; and
  - (c) the Goods are returned within a reasonable time at the Customer's cost (if that cost is not significant); and
  - (d) the Goods are returned in as close a condition to that in which they were delivered as is possible.
- 15.9 Notwithstanding clauses 15.1 to 15.8 but subject to the CCA, Quality Blinds 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 Customer failing to properly maintain or store any Goods;
  - (b) the Customer using the Goods for any purpose other than that for which they were designed;
  - (c) the Customer continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
  - (d) the Customer failing to follow any instructions or guidelines provided by Quality Blinds;
  - (e) fair wear and tear, any accident, or act of God.
- 15.10 Quality Blinds may in its absolute discretion accept non-defective Goods for return in which case Quality Blinds may require the Customer to pay handling fees of up to twenty percent (20%) of the value of the returned Goods plus any freight costs.

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15.11 Notwithstanding anything contained in this clause if Quality Blinds is required by a law to accept a return then Quality Blinds will only accept a return on the conditions imposed by that law.

### 16. Intellectual Property

16.1 Where Quality Blinds has designed, drawn or developed Goods for the Customer, then the copyright in any designs and drawings and documents shall remain the property of Quality Blinds. Under no circumstances may such designs, drawings and documents be used without the express written approval of Quality Blinds.

16.2 The Customer warrants that all designs, specifications or instructions given to Quality Blinds will not cause Quality Blinds to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify Quality Blinds against any action taken by a third party against Quality Blinds in respect of any such infringement.

16.3 The Customer agrees that Quality Blinds may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which Quality Blinds has created for the Customer.

### 17. Default and Consequences of Default

17.1 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 Quality Blinds sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

17.2 If the Customer owes Quality Blinds any money the Customer shall indemnify Quality Blinds from and against all costs and disbursements incurred by Quality Blinds in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Quality Blinds contract default fee, and bank dishonour fees).

17.3 Further to any other rights or remedies Quality Blinds may have under this contract, if a Customer has made payment to Quality Blinds, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Quality Blinds under this clause 17 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this contract.

17.4 Without prejudice to Quality Blinds other remedies at law Quality Blinds shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to Quality Blinds shall, whether or not due for payment, become immediately payable if:

- (a) any money payable to Quality Blinds becomes overdue, or in Quality Blinds opinion the Customer will be unable to make a payment when it falls due;
- (b) the Customer has exceeded any applicable credit limit provided by Quality Blinds;
- (c) the Customer 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
- (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

### 18. Cancellation

18.1 Without prejudice to any other remedies Quality Blinds may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions Quality Blinds may suspend or terminate the supply of Goods to the Customer. Quality Blinds will not be liable to the Customer for any loss or damage the Customer suffers because Quality Blinds has exercised its rights under this clause.

18.2 Quality Blinds may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice Quality Blinds shall repay to the Customer any money paid by the Customer for the Goods. Quality Blinds shall not be liable for any loss or damage whatsoever arising from such cancellation.

18.3 In the event that the Customer cancels delivery of Goods the Customer shall be liable for any and all loss incurred (whether direct or indirect) by Quality Blinds as a direct result of the cancellation (including, but not limited to, any loss of profits).

18.4 Cancellation of orders for Goods made to the Customer's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

### 19. Privacy Act 1988

19.1 The Customer agrees for Quality Blinds 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 Customer in relation to credit provided by Quality Blinds.

19.2 The Customer agrees that Quality Blinds may exchange information about the Customer with those credit providers and with related body corporates for the following purposes:

- (a) to assess an application by the Customer; and/or
- (b) to notify other credit providers of a default by the Customer; and/or
- (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or
- (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.

19.3 The Customer consents to Quality Blinds being given a consumer credit report to collect overdue payment on commercial credit.

19.4 The Customer agrees that personal credit information provided may be used and retained by Quality Blinds for the following purposes (and for other agreed purposes or required by):

- (a) the provision of Goods; and/or
- (b) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods; and/or
- (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or
- (d) enabling the collection of amounts outstanding in relation to the Goods.

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- 19.5 Quality Blinds may give information about the Customer to a CRB for the following purposes:
- (a) to obtain a consumer credit report;
  - (b) allow the CRB to create or maintain a credit information file about the Customer including credit history.
- 19.6 The information given to the CRB may include:
- (a) personal information as outlined in 19.1 above;
  - (b) name of the credit provider and that Quality Blinds is a current credit provider to the Customer;
  - (c) whether the credit provider is a licensee;
  - (d) type of consumer credit;
  - (e) details concerning the Customer's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
  - (f) 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 Customer no longer has any overdue accounts and Quality Blinds has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
  - (g) information that, in the opinion of Quality Blinds, the Customer has committed a serious credit infringement;
  - (h) advice that the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
- 19.7 The Customer shall have the right to request (by e-mail) from Quality Blinds:
- (a) a copy of the information about the Customer retained by Quality Blinds and the right to request that Quality Blinds correct any incorrect information; and
  - (b) that Quality Blinds does not disclose any personal information about the Customer for the purpose of direct marketing.
- 19.8 Quality Blinds will destroy personal information upon the Customer's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this contract or is required to be maintained and/or stored in accordance with the law.
- 19.9 The Customer can make a privacy complaint by contacting Quality Blinds via e-mail. Quality Blinds 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 Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Information Commissioner at [www.oaic.gov.au](http://www.oaic.gov.au).

### 20. Unpaid Seller's Rights

- 20.1 Where the Customer has left any item with Quality Blinds for repair, modification, exchange or for Quality Blinds to perform any other service in relation to the item and Quality Blinds has not received or been tendered the whole of any monies owing to it by the Customer, Quality Blinds shall have, until all monies owing to Quality Blinds 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.
- 20.2 The lien of Quality Blinds shall continue despite the commencement of proceedings, or judgment for any monies owing to Quality Blinds having been obtained against the Customer.

### 21. Service of Notices

- 21.1 Any written notice given under this contract shall be deemed to have been given and received:
- (a) by handing the notice to the other party, in person;
  - (b) by leaving it at the address of the other party as stated in this contract;
  - (c) by sending it by registered post to the address of the other party as stated in this contract;
  - (d) if sent by facsimile transmission to the fax number of the other party as stated in this contract (if any), on receipt of confirmation of the transmission;
  - (e) if sent by email to the other party's last known email address.
- 21.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

### 22. General

- 22.1 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.
- 22.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New South Wales the state in which Quality Blinds has its principal place of business, and are subject to the jurisdiction of the Sydney Courts in that state.
- 22.3 Subject to clause 15 Quality Blinds shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by Quality Blinds of these terms and conditions (alternatively Quality Blinds liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
- 22.4 Quality Blinds may licence and/or assign all or any part of its rights and/or obligations under this contract without the Customer's consent.
- 22.5 The Customer cannot licence or assign without the written approval of Quality Blinds.
- 22.6 Quality Blinds 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 Customer agrees and understands that they have no authority to give any instruction to any of Quality Blinds sub-contractors without the authority of Quality Blinds.
- 22.7 The Customer agrees that Quality Blinds may amend these terms and conditions by notifying the Customer in writing. These changes shall be deemed to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for Quality Blinds to provide Goods to the Customer.

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- 22.8 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.
- 22.9 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.