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ABN: 41651162131

2/146 Queen Street
Warragul, VIC, 3820
Phone: 03 5623 6974
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Tax Invoice

Contract ID: 161874
Salesman: Alisha Gaudion

Invoice No: 161874
Invoice Date: 29/10/2021
Date Ordered: 19/10/2021

Ordered by:

Kerry Ashbrook
unit 2 + 3 39 brandy creek road
WARRAGUL, VIC, 3820

Purchase Order No:

Site Address

Kerry Ashbrook
unit 2 + 3 39 brandy creek road
WARRAGUL, VIC, 3820

Mobile/Cell No: 0419938764
Email Address: kerry.ashbrook@lifeyouchoose.com.au

Details:

Carpet:

Supply and install carpet Kentia in the colour stealth on eureka underlay for two bedrooms.

\$1200 per unit

Payments made:

Date Paid	Amount Paid	Inc Surcharge	Reference
15/10/2021	\$600.00		
5/11/2021	\$600.00		

Bank Details:

BSB No: 083 953 **Acct No:** 969361176
Bank: NAB
Acct Name: Warragul Flooring Xtra
Cust Ref: 161874

Invoice Totals:

Contract Value (Ex GST): \$1,090.91
GST: \$109.09
Contract Value (Inc GST): \$1,200.00
Total paid to date: \$1,200.00
Less Payment Surcharges: \$0.00
Balance Payable: \$0.00

Invoice Terms

Thank you for your order, we do appreciate it.

We would like to arrange for the installation of your floor coverings with a minimum of disruption to your daily routine. Please remove all lamps, paintings, linen and other precious items from rooms to be covered. Please remove all existing carpet, underlay and furniture the day before unless we are contracted to remove it for you. If insufficient door clearance after installation doors may not be re-fitted as installers aren't equipped for this task.

Balance on all invoices is to be paid on day of installation, or prior to the goods leaving our warehouse, if supply only. Payment will be accepted via Cash, Credit Card, Direct Deposit or Cheque.

If cancelling an order in which the material has been cut or specially ordered then the customer agrees to pay the total invoice less installation costs. It is the customers responsibility to ensure that the floor and sub-floor comply with Australian Building Codes and Standards.

TERMS AND CONDITIONS OF TRADE

1. Definitions

1.1 Customer means the person or entity acquiring the Goods and/or Services named in the Order from Flooring Xtra.

1.2 Flooring Xtra means Finesse Flooring Xtra, its successors and assigns.

1.3 Goods means the goods to be supplied by Flooring Xtra as specified in the Order.

1.4 Insolvency Event means:

(a) a winding up, dissolution, liquidation, provisional liquidation, administration or bankruptcy;

(b) a presumption of insolvency under section 459C of the Corporations Act 2001 (Cth); or

(c) entering into a compromise, moratorium assignment, composition or arrangement with, or for the benefit of, any of the party's members or creditors.

1.5 Services means the services to be supplied by Flooring Xtra as specified in the Order.

1.6 Terms means these terms and conditions of trade.

2. Purchase and Supply

2.1 Quotations

Unless otherwise specified, the price provided by Flooring Xtra for the Goods and/or Services shall remain valid for a period of Twenty-Eight (28) days from the date of the quotation (Quotation).

2.2 Order

The Customer may order the Goods and/or Services from Flooring Xtra by:

signing the Quotation and returning the same to Flooring Xtra within twenty-eight (28) days from the date of the Quotation;

completing and submitting a purchase order in the format prescribed by Flooring Xtra (the Purchase Order); or any other manner as accepted by Flooring Xtra from time to time to receive instructions from the Customer for the supply of the Goods and/or Services (collectively referred to as the Order).

2.3 Supply

Subject to Flooring Xtra's acceptance of the Order, Flooring Xtra agrees to supply, and the Customer agrees to purchase, the Goods and/or Services for the price stated in the Order in accordance with these Terms.

5.3 Cancellation of Order by Flooring Xtra

Flooring Xtra may cancel an Order by providing written notice to the Customer and shall return the Deposit and Part Payment (if any) to the Customer.

5.4 Limitation of Liability for Cancellation of by Flooring Xtra

(a) To the maximum extent permitted by law, Flooring Xtra shall not be liable to the Customer for any loss or damage arising from or in connection with the cancellation of the Order by Flooring Xtra for any facts, matters or circumstances outside the control of Flooring Xtra, including acts or omissions of the manufacturer of the Goods, the transportation or freight services, industrial disputes, or acts of God; and

(b) Flooring Xtra shall not be liable for any indirect, incidental, special or consequential loss or damages, loss of profits or anticipated profits or loss of business opportunity arising from the cancellation of the Order.

6. Risk and title

6.1 Passing of Risk

Risk in the Goods passes to the Customer upon the earlier of:

delivery of the Goods to the Customer at the address specified in the Order or otherwise to the Customer's possession and control; or

collection of the Goods from Flooring Xtra or any bailee or agent of Flooring Xtra by the Customer or the Customer's agent, carrier or courier.

6.2 Retention of title

The Goods delivered by Flooring Xtra to the Customer remain the sole and absolute property of Flooring Xtra until all amounts owed to Flooring Xtra under these Terms have been paid in full by the Customer (whether or not risk in the Goods has passed to the Customer). Pending payment in full of all amounts owed to Flooring Xtra, the Customer:

will hold the Goods only as bailee and have no right to claim any other interest in the Goods;

must not allow any person to have or acquire any security interest in the Goods nor create any absolute or defeasible interest in the Goods in relation to any third party except as Flooring Xtra may authorise;

must insure the Goods for their full insurable or replaceable value (whichever is higher); and

must not remove, deface or obliterate any identifying mark or number on any of the Goods.

The Customer's right to possession of the Goods will cease if it does anything or fails to do anything which would result in an Insolvency Event in relation to the Customer.

Flooring Xtra may for the purpose of examination or recovery of the Goods enter upon any premises where the Goods are located or where they are reasonably thought to be located on the consent of the Customer or by Court order. The Customer agrees to pay for all reasonable cost, loss or damage incurred by Flooring Xtra as a result of entry onto such premises.

6.3 Security Interest

In this clause, "Personal Property Security Register", "Register", "Registration" and "Security Interests" have the meanings given by the Personal Properties Securities Act 2009 (Cth).

The Customer acknowledges and agrees that:

the provisions of this clause 6 constitute a Security

2.4 Price

Flooring Xtra will supply the Goods and/or Services to the Customer for the price stated in the Order or the tax invoice, including GST (where applicable) (Price).

3. Specifications

3.1 Goods Specifications

(a) The Customer acknowledges and agrees that:

- (i) the colour of the Goods may naturally vary from any image or sample displayed to the Customer for reasons including (without limitation), the nature of the product or species used to manufacture the Goods and levels of sunlight and UV exposure; and
- (ii) all pile carpets are liable to shading, that is, to show light and dark patches arising from unequal crushing of the surface and, despite care on the part of the manufacturer, these tendencies are inherent in all pile fabrics.

4. Payment

4.1 Deposit

The Customer must pay a deposit of 50% to Flooring Xtra on the date of the Order (Deposit).

Subject to clause 5.2, the Deposit shall be applied to the Price.

4.2 Part Payment of the Goods and/or Services

(a) In addition to the Deposit, the Customer acknowledges that Flooring Xtra may require part payment of the Price to the extent that is reasonably necessary to acquire the Goods or to provide the Services to the Customer (Part Payment).

(b) The Deposit and Part Payment collectively shall not exceed 75% of the Price.

(c) Subject to clause 5.2, the Part Payment shall be applied to the Price.

4.3 Credit Card Surcharge

If the Customer pays any amount to Flooring Xtra for the Goods and/or Services by credit card, Flooring Xtra may, in its sole discretion, charge the Customer a surcharge, which shall be an amount equal to or less than the cost imposed on Flooring Xtra by the applicable banking authority.

4.4 Payment Terms

(a) Flooring Xtra will render a tax invoice to the Customer for the Price and any other applicable fees or charges, including furniture removal and installation costs which were disclosed prior to or at the time of the Order.

(b) Subject to clause 4.1 (Deposit), 4.2 (Part Payment) and 4.5 (Inspection), the Customer must pay the balance of the amount outstanding to Flooring Xtra under a tax invoice on the delivery of the Goods and/or the supply of the Services or as specified on the tax invoice.

4.5 Inspection

(a) The Customer acknowledges that upon receipt of the Goods and/or the supply of Services, the Customer must inspect the Goods and/or Services.

(b) The Customer must, within 48 hours of the date of delivery of the Goods and/or supply of the Services, give written notice to Flooring Xtra if it believes the Goods and/or Services to be defective detailing the way in which the Customer considers the Goods and/or Services to be defective.

(c) If the Customer does not give notice to Flooring Xtra in accordance with clause 4.5(b), the Goods and/or Services shall be deemed as accepted by the Customer. This clause does not limit the rights of the Customer set out in clause 7 or otherwise prescribed by law.

4.6 Interest and Default

(a) A failure to comply with the payment terms set out in clause 4.4 is deemed to be a material breach of these

Interest of Flooring Xtra in the Goods;

Flooring Xtra's reasonable costs and expenses incurred in enforcing the Security Interest in accordance with clause 6 form part of the Security Interest;

Flooring Xtra may Register its Security Interest in the Goods on the Personal Property Securities Register (PPSR);

the Customer will do all such things and sign all such documentation as are reasonably required by Flooring Xtra to Register the Security Interest; however, Flooring Xtra will be responsible for the payment of any fee payable on the Registration of the Security Interest; and the Customer is not entitled to the removal of the Registration of the Security Interest from the PPSR, nor must the Customer take any steps to remove the Registration of the Security Interest from the PPSR, until payment of the Price and any interest, costs and expenses payable by the Customer in accordance with clause 4 have been paid in full.

7. Consumer Guarantees

7.1 Implied Conditions and Warranties

Nothing in these Terms is to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law and which by law cannot be excluded, restricted or modified.

7.2 Defective Goods or Services

Where Schedule 2 of the Competition and Consumer Act 2010 (the Australian Consumer Law) and/or the Fair Trading Acts in any of the States and Territories of Australia apply to the Order, the Customer will:

(i) in the case of the Goods, be entitled to have all or part of the Goods repaired or replaced, or to a refund of all or part of the Price for the Goods, which are defective; and

(ii) in the case of Services, be entitled to have all or part of the Services re-performed, or to a refund or compensation for any decrease in value from the Price, for all or part of the Services which are defective,

however Flooring Xtra reserves the right to:

(iii) inspect and require proof of the defect before accepting a request by the Customer under this clause 7.2; and

(iv) repair the Goods or re-perform the Services instead of a replacement, compensation or refund where there is a minor problem with the Goods and/or Services.

7.3 Limitation of Liability

(a) To the maximum extent permitted by law, Flooring Xtra shall not be liable to the Customer for any loss or damage arising from or in connection with the Goods and/or Services as a result of:

any act or omission of the Customer, including any maltreatment, inattention, interference, tampering or improper use of the Goods and/or Services which is inconsistent with their intended use and purpose; any negligent, fraudulent, reckless, unlawful or other wrongful act or omission of the Customer; any failure to adhere to maintenance requirements necessary for the Goods; any failure to follow any manual, guidelines or instructions provided by Flooring Xtra or the manufacturer of the Goods; and fair wear and tear.

(b) The Customer acknowledges that the consumer guarantees do not apply to the Goods and/or Services in

Terms.

(b) If the Customer defaults in payment of the Price or other amount owing to Flooring Xtra, Flooring Xtra may, at its absolute discretion, initiate legal proceedings against the Customer to recover:

(i) the unpaid Price;

(ii) interest at a rate fixed by section 2 of the Penalty Interest Rate Act 1983 (Vic) from time to time, or in any other State or Territory of Australia, the pre-judgment interest rate which applies at the time, which will accrue from the date on which the amount becomes due up until the date on which the amount is paid in full by the Customer;

(iii) its reasonable costs and expenses incurred as a result of the Customer's default and in enforcing the Terms, or such quantum adjudicated by a court of competent jurisdiction,

without giving notice and without affecting any other right that Flooring Xtra has under these Terms or at law.

5. Cancellation or Variation of Order

5.1 Variation of Order

The Customer acknowledges that if the Customer seeks to vary the Order, including the quantum or type of the Goods and/or Services, or including additional services, the Price may be subject to change. The Customer agrees that it shall be liable for the variation in the Price and all actual reasonable costs and losses incurred by Flooring Xtra as a result of the variation.

5.2 Cancellation of Order by the Customer

(a) The Customer may cancel the Order and Flooring Xtra shall return the Deposit and Part Payment (if any) to the Customer if Flooring Xtra are unable to supply all or part of the Goods and/or Services within the time period stipulated in the Order, or if no time period is stipulated in the Order then:

(i) within a reasonable time after the period estimated by Flooring Xtra; or

(ii) within a reasonable time from the date of the Order (if no date is provided by Flooring Xtra).

However, the Customer acknowledges that where they have requested a variation to the Order, this may change the timeframe for delivery and Flooring Xtra shall notify the Customer of this change.

(b) The Customer acknowledges that if the Customer cancels for any other reason, other than a breach of these Terms, Flooring Xtra may retain the Deposit and, to the extent that the Deposit does not cover the reasonable actual loss and damage suffered by Flooring Xtra, Flooring Xtra may retain all or part of the Part Payment to compensate the reasonable actual loss and damage.

the event:

the Customer changes their mind about the Goods and/or Services;

knew or was made aware of any faults or defects in the Goods before the Order;

the Customer requests the Services to be carried out in a manner contrary to the representations and advice of Flooring Xtra;

the Goods have received maltreatment, inattention or interference or have been used, applied, packaged or stored by the Customer other than in accordance with Flooring Xtra's instructions and recommendations; or products not manufactured by or approved by Flooring Xtra have been used with the Goods.

8. General

Severance

If any clause or part of these Terms is deemed to be unenforceable or invalid, it may be severed from these Terms without affecting the validity or enforceability of the remainder of these Terms.

Assignment

(a) Flooring Xtra may, in its sole discretion, assign its rights under these Terms.

(b) The Customer must not assign any of its rights under these Terms without the prior written approval of Flooring Xtra.

Privacy

The Customer acknowledges that Flooring Xtra may collect personal information about the Customer for purposes directly related or reasonably necessary to conduct its business in compliance with the Privacy Act 1988 (Cth).

8.4 Nature of obligations

Any provision of these Terms which binds more than one person binds all of those persons jointly and each severally.