

## Order #O-19210

## Receipt #310533

### Client Details

Kerri-ann & Steve Brooks  
144 Taylors Road  
Norfolk Island, NSW, 2899  
350532  
ask@channersonnorfolk.com

13/03/2023

Sidemark:

### Your Consultant

Donna Eustace  
0456446707

### Company Details

Shutterup Window  
Coverings Pty Ltd  
9/32 Spine Street  
Sumner, QLD, 4074  
1300 883 637  
sales@shutterup.com.au  
ABN: 95 656 933 710  
ACN: 656933710



SMSF paid 50%  
partnership paid 50%

### Payments Received

Processed By	Payment Method	Date	Amount
Andrea Jensen	Direct Bank Transfer	13/03/2023	\$ 7,310.50
Andrea Jensen	Direct Bank Transfer	14/11/2022	\$ 7,310.50

Installation	\$ 137.50
Total	\$ 16,083.10
GST Included	\$ 1,462.10
Payments Received	\$ 14,621.00
Balance Due	\$ 1,462.10



**Thank you for the opportunity to provide a Quote.  
We look forward to assisting you with our beautiful  
window coverings for years to come.**



**Please find Quote below...**

.....Please find following your Quotation .....



**Client Details**  
Kerri-ann & Steve Brooks  
144 Taylors Road  
Norfolk Island, NSW, 2899  
350532  
ask@channersonnorfolk.com

27/09/2022  
#Q-19210  
**Your Consultant:**  
Jade Eustace  
0467310413

**Company Details**  
Shutterup Window Coverings  
Pty Ltd  
9/32 Spine Street  
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ABN: 95 656 933 710  
ACN: 656933710

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**UNIT 3** ( Reveal, qty 1 ) **Total Amount**  
\$ 974.00

**Vueline Fixed 90mm Blade Panels with 50x30mm Stiles**  
Panel Quantity - Panels Extras - White Gloss

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**UNIT 3** ( Reveal, qty 1 ) **Total Amount**  
\$ 1,614.00

**Vueline Fixed 90mm Blade Panels with 50x30mm Stiles**  
Panel Quantity - Panels x 2.00 Extras - White Gloss. 2x 50x50 posts

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**UNIT 3** ( Reveal, qty 1 ) **Total Amount**  
\$ 1,084.40

**Vueline Fixed 90mm Blade Panels with 50x30mm Stiles**  
Panel Quantity - Panels x 2.00 Extras - White Gloss.

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**UNIT 3** ( Reveal, qty 1 ) **Total Amount**  
\$ 1,233.20

**Vueline Fixed 90mm Blade Panels with 50x30mm Stiles**  
Panel Quantity - Panels x 4.00 Extras - White Gloss.

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**UNIT 3** ( Reveal, qty 1 ) **Total Amount**  
\$ 1,050.80

**Vueline Fixed 90mm Blade Panels with 50x30mm Stiles**  
Panel Quantity - Panels x 2.00 Extras - White Gloss.

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**UNIT 4** ( Reveal, qty 1 ) **Total Amount**  
\$ 1,271.60

**Vueline Fixed 90mm Blade Panels with 50x30mm Stiles**  
Panel Quantity - Panels x 4.00 Extras - White Gloss.

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**UNIT 4** ( Reveal, qty 1 ) **Total Amount**  
\$ 1,241.20

**Vueline Fixed 90mm Blade Panels with 50x30mm Stiles**  
Panel Quantity - Panels x 4.00 Extras - White Gloss.

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**UNIT 4** ( Reveal, qty 1 ) **Total Amount**  
\$ 1,175.60

**Vueline Fixed 90mm Blade Panels with 50x30mm Stiles**

Panel Quantity - Panels x 2.00

Extras - White Gloss.

**UNIT 2** ( Reveal, qty 1 )

**Total Amount**

\$ 1,217.20

**Vueline Fixed 90mm Blade Panels with 50x30mm Stiles**

Panel Quantity - Panels x 2.00

Extras - White Gloss.

**UNIT 2** ( Reveal, qty 1 )

**Total Amount**

\$ 1,222.00

**Vueline Fixed 90mm Blade Panels with 50x30mm Stiles**

Panel Quantity - Panels x 2.00

Extras - White Gloss.

**UNIT 1** ( Reveal, qty 1 )

**Total Amount**

\$ 1,218.80

**Vueline Fixed 90mm Blade Panels with 50x30mm Stiles**

Panel Quantity - Panels x 4.00

Extras - White Gloss.

**UNIT 1** ( Reveal, qty 1 )

**Total Amount**

\$ 1,193.20

**Vueline Fixed 90mm Blade Panels with 50x30mm Stiles**

Panel Quantity - Panels x 2.00

Extras - White Gloss.

Total Product Price	\$ 14,496.00
Installation	\$ 125.00
Sub Total	\$ 14,621.00
<b>Total</b>	<b>\$ 14,621.00</b>
Deposit Due	\$ 7,310.50
Balance Due	\$ 7,310.50

**Order Notes**

PAYMENT TERMS: 50% Deposit to place order, 40% Progress payment upon shipment from Australia, 10% Balance upon installation.

Thank you for the opportunity to provide this quote. We hope to assist you and your project. **To proceed with your quote, a 50% deposit is required.** Payment can be made via Bank Deposit, Cash, or Credit Card. Unless indicated otherwise, quotes are valid of 30 days from issue date.

Once you have paid your deposit, you agree to our Terms & Conditions. Custom made products may not be cancelled or returned.

**PLEASE NOTE, OUR BANK DETAILS HAVE CHANGED**

**Bank Deposit Transfer Details:**

St George - Account Name: Shutterup Window Coverings

**BSB: 112 879 Account No: 443 387 460**

Reference: # Please use quote number as reference.

Or for **Credit Card or Cash payments**, please phone the office on 1300 88 36 37 between 8.30am-4.30pm. Please note that Credit Card payments incur a 1.5% processing fee.

Please find below further specific information including ETA's as well as our Terms and Conditions of trade.....

# Shutterup Blinds and Shutters - Terms and Conditions of Sale

<p>1 Definitions</p> <p>1.1 "Seller" means Shutterup Blinds and Shutters and/or employees, authorised agents and permitted assigns;</p> <p>1.2 "Buyer" means a Buyer and/or any agent or assigns of the Buyer;</p> <p>1.3 "Guarantor" means a person who agrees to be liable for the debts of the Buyer;</p> <p>1.4 "Goods" includes services incidental to the supply of goods. The goods shall be described on the invoices/quotations order form as provided by the Seller to the Buyer.</p> <p>1.5 "Services includes any incidental supply of goods, advice or recommendations;</p> <p>1.6 "Price" means the costs of the good as at the date of this agreement.</p> <p>2 Interpretation</p> <p>2.1 The singular</p> <p>2.2 A person includes a body corporate;</p> <p>2.3 A party includes the parties, directors, agents, executors, administrators, successors and permitted assigns;</p> <p>2.4 A provision of this agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the agreement or the inclusion of the provision in the agreement.</p> <p>3 Acceptance of Terms and Conditions</p> <p>3.1 Receipt of instructions by the Seller from the Buyer for the supply of and/or acceptance of goods/services is deemed acceptance of the terms and conditions herein on the part of the buyer;</p> <p>3.2 These terms and conditions, having been accepted, cannot be rescinded other than as provided for within these terms and conditions and are irrevocable unless by written agreement between the Buyer and the Seller.</p> <p>4 Authority</p> <p>4.1 The Buyer hereby acknowledges that the Seller's agents, representatives or employees are NOT authorised to make any representations, statement, assertions or agreements not expressed by the Seller's Manager in writing. The Seller is not bound by any such unauthorised statements.</p> <p>5 Price</p> <p>5.1 The price will be the Seller's current price as at the date of delivery of the goods/services;</p> <p>5.2 The Seller may alter its prices by reasonable notice to the Buyer.</p> <p>6 Terms of Payment</p> <p>6.1 Unless otherwise stated, payment is due prior and or immediately upon delivery of the goods/services;</p> <p>6.2 The Seller may withhold delivery of the goods/services until payment has been received by the Buyer;</p> <p>6.3 All fees, costs and expenses as agreed between the Seller and the Buyer are exclusive of any amount that the Seller is obliged to charge the Buyer in accordance with GST legislation;</p> <p>6.4 In the event that the Buyer has not paid the entire purchase price or payment has been dishonoured, the Seller shall be entitled to exercise a lien over the goods the subject of this agreement;</p> <p>6.5 In the event that payment is not received by the Seller from the Buyer, and the Seller retains possession or control of the goods and, the Seller has made a demand in writing from the Buyer for the payment of the goods, then the Seller may dispose of the goods and may claim from the Buyer the loss to the Seller in such disposal.</p> <p>7 Interest</p> <p>7.1 The Seller reserves its rights to charge the Buyer interest on overdue invoices that shall accrue from the date when payment become due. Interest shall be calculated at 2.5% per calendar month or part thereof.</p> <p>8 Delivery of Goods/Services</p> <p>8.1 The Seller will deliver goods/services to the Buyers nominated address;</p> <p>8.2 The Buyer shall make all arrangements necessary to take delivery of the goods when they are tendered for delivery;</p> <p>8.3 Delivery of the goods by Seller to a carrier either upon the Buyer's request or at the discretion of Seller for the purpose of transmission of the goods to the Buyer, is deemed to be delivery of goods to the Buyer;</p> <p>8.4 Delivery of the goods to a nominee of the Buyer is deemed to be delivery to the Buyer of the goods for the purposes of this agreement;</p> <p>8.5 The failure of the Seller to deliver the goods/services is not to be deemed as the Seller's repudiation of this contract;</p> <p>8.6 Provided the quantity of goods delivered by the Seller to the Buyer is within 10% of the quantity ordered, the Buyer shall have no right of termination or damages under the contract, and the price of the goods ordered shall be adjusted pro rata to the discrepancy.</p> <p>9 Liability</p> <p>9.1 All risk for the goods passes to the Buyer on delivery;</p> <p>9.2 In the event that the goods are damaged or destroyed prior to delivery to the Buyer, the Seller is entitled to receive all insurance proceeds payable for the goods. This applies even if the price has become payable by the Buyer. Any insurance proceeds can be obtained by the Seller upon the Seller's production of these terms and conditions.</p> <p>10 Buyer's Warranties and Indemnities</p> <p>10.1 The Buyer authorises the Seller:</p> <p>a. To the extent permitted by law, to collect, retain and use any information about the Buyer;</p> <p>b. To disclose any information obtained by any person for the purposes of delivering goods and/or services.</p> <p>10.2 The Buyer indemnifies the Seller:</p> <p>a. Against any penalty or liability incurred by the Seller for any breach by the Buyer of these terms and conditions;</p> <p>b. Against all actions, claims, demands, losses, damages, costs and expenses which the Seller may sustain or incur or for which the Seller may become liable whether during or after the term of this agreement, by reason of any act or omission or negligence by the Seller and its respective employees or any other authorised person.</p> <p>11 Defective Goods</p> <p>11.1 The Buyer will, within 7 days of delivery of the goods/services, notify the Seller, in writing, of any defect;</p> <p>11.2 Upon it notifying the Seller of such defect, the Buyer, within a reasonable time, will afford the Seller an opportunity to inspect the goods;</p> <p>11.3 Subsequent to the Seller's inspection of the alleged defective goods/services, the Seller will notify the Buyer in writing whether the Buyer is entitled to reject the goods/services as delivered;</p> <p>11.4 In the event that the Buyer fails to comply with Clauses 11.1, 11.2, 11.4 the goods/services shall be deemed free from any defect of damage;</p> <p>11.5 In the event that the Seller agrees, in writing, that the Buyer is entitled to reject the goods/services provided, the Seller's liability is limited to either replacing or repairing the goods or services provided that:</p> <p>a. The Buyer has complied with Clauses 11.1 and 11.2 above;</p> <p>b. The Goods are returned to the Seller, at the Buyer's cost, within 2 days of the Buyer receiving notice from the Seller that the Buyer is entitled to reject such goods;</p> <p>c. The Goods are returned in the condition in which they were delivered and with all packaging, and instruction material;</p> <p>11.6 The Seller will not be liable to the Buyer for any goods which have not been stored or used in a proper manner.</p> <p>12 Seller's Warranty</p> <p>12.1 The subject of the conditions set out in Part 11 above, the Seller warrants that it will repair or replace any defect in any workmanship manufactured by the Seller which becomes apparent and is reported to the Seller within 12 months of the date of delivery of the goods/services to the Buyer;</p> <p>12.2 The Seller's warranty in Clause 12.1 above, does not apply if;</p> <p>a. The defect or damage was cause or partly caused by the failure on the part of the Buyer to-</p>	<p>(i) Properly maintain any goods; or</p> <p>(ii) Follow any instructions or guidelines provided by the Seller; or</p> <p>(iii) Any unauthorised use of the goods; or</p> <p>(iv) The continued use of goods after the Buyer became aware of the defect;</p> <p>12.3 The Seller shall not be liable for any defect or damage in circumstances where the defect of damage is repaired or altered without the Seller's consent;</p> <p>12.4 The Seller is not liable to compensate the Buyer for any losses incurred as a result of delay in either replacing or repairing the defect or damage or in assessing the Buyer's claim.</p> <p>13 Goods Not Manufactured By the Seller</p> <p>13.1 For goods not manufactured by the Seller, the Seller shall be under no liability whatsoever in respect of such goods except for express conditions contained within the manufacturers warranty;</p> <p>13.2 For such goods referred to above in Clause 13.1, the warranty shall be that specified by the manufacturer of the goods.</p> <p>14 Copyright</p> <p>14.1 Where Seller produces for the Buyer, drawings and/or designs, or other artwork, they will remain the property of the Seller and will be retained by the Seller;</p> <p>14.2 Where the Buyer warrants that all designs, drawings and other artwork provided to the Seller, the Buyer indemnifies the Seller against any claim by a third party for the use, by the seller, of those designs, drawings and/or other artwork;</p> <p>14.3 The Buyer warrants that all designs, drawings and other artwork provided to the Seller will not infringe any copyright, patent, registered design or trademark of the Buyer or a third party.</p> <p>15 Default</p> <p>15.1 The Buyer agrees to pay all legal costs and collection costs, disbursements incurred by the Seller, on an indemnity basis, for any action taken by the Seller for the default of the Buyer of payment of any invoice or for any of the terms and conditions of this agreement;</p> <p>15.2 The Seller reserves the right to withhold all action on the Buyer's behalf or the supply of goods to the Buyer if, at any time, the Buyer is in breach of any obligation contained herein, including those relating to payment. The Seller will not be liable to the Buyer for any loss or damage suffered as a result of the Seller exercising its rights pursuant to this Clause;</p> <p>15.3 Upon the occurrence of any of the following:</p> <p>a. The Buyer failing to satisfy any payment owing to the Seller; or</p> <p>b. In the Seller's opinion, the Buyer will be unable to make payments when they fall due; or</p> <p>c. The Buyer becomes insolvent; or</p> <p>d. The Buyer proposes or enters into an arrangement with creditors or makes an assignment for the benefit of its creditors; or</p> <p>e. IN respect of the Buyer, a receiver, manger, liquidator or other is appointed; then</p> <p>The Seller may cancel any order or part order of the Buyer remaining unperformed, and all amounts owing by the Buyer to the Seller will immediately become payable.</p> <p>16 Property in Goods/Services</p> <p>16.1 Property in the goods/services shall not pass from the Seller to the Buyer until the Buyer has paid all amounts owing to the Seller for the goods/services;</p> <p>16.2 Until such time as property in the goods passes from the Seller to the Buyer, the Seller may request in writing, the return of the goods from the Buyer;</p> <p>16.3 In the event that the Buyer fails to return the goods to the Seller within a reasonable time, the Seller may take possession of the goods, by entering upon and into land and premises owned, occupied or used by the Buyer. The Seller will not be liable for any damage or loss caused as a result of taking possession of the goods pursuant to this Clause 17.2;</p> <p>16.4 In the event that payment by the Buyer to the Seller for the goods is made in a form other than cash, property in the goods shall not pass to the Buyer until such payment has been honoured, cleared or recognised;</p> <p>16.5 Whilst property in the goods remains with the Seller, the Buyer shall not charge or grant any interest in the goods to any other person;</p> <p>16.6 Notwithstanding that ownership of the goods may not have passed to the Buyer, the Seller can commence proceedings to recover payment for the goods.</p> <p>17 Security</p> <p>17.1 The Buyer and/or Guarantor charges any and all real and personal property that it owns to the Seller as security for the performance by the Buyer of all the Buyer's obligations under this agreement.</p> <p>17.2 The Buyer and/or Guarantor agrees and permits the Seller to lodge a caveat or other security over any property referred to in 18.1.</p> <p>18 Termination</p> <p>18.1 The Seller may terminate this contract by giving 7 written days notice to the Buyer;</p> <p>18.2 The Buyer indemnifies the Seller for any loss or damage suffered as a result of termination of this agreement by the Seller;</p> <p>18.3 The Buyer agrees to provide the Seller with 1 months written notice of its intention to terminate this contract.</p> <p>19 Credit</p> <p>19.1 The Buyer and/or Guarantor authorise the Seller to obtain all information the Seller considers relevant in assessing the Buyer's application for commercial credit pursuant to this agreement;</p> <p>19.2 The Buyer and/or Guarantor authorise the Seller to obtain, from a credit reporting agency, a credit report containing all personal credit information about the Buyer and/or Guarantor in relation to commercial credit provided by the Seller;</p> <p>19.3 The Buyer and/or Guarantor authorise the Seller to exchange information about the Buyer and/or Guarantor with credit providers in order to assess an application for credit by the Buyer, and/or notify other credit providers of the Buyer's default, and/or assess the credit worthiness of the Buyer and/or Guarantor.</p> <p>20 Return of Goods</p> <p>20.1 In the event that the buyer returns goods to the seller after delivery, the seller reserves its rights to charge the Buyer a fee equal to but not exceeding 20% of the purchase price of the goods. This percentage is an estimate of administration and other costs and/or damages resulting from the return of goods.</p> <p>21 Miscellaneous</p> <p>21.1 If anything in this agreement is unenforceable, illegal or void then it is severed and the rest of this agreement remains in force;</p> <p>21.2 The Seller may alter the terms and conditions contained herein at any time by giving reasonable notice to the Buyer of the change;</p> <p>21.3 The Buyer may not claim any set-off or counter claim against any payments due by it to the Seller;</p> <p>21.4 This agreement is governed by the laws of the State of Queensland and the parties submit to the jurisdiction of the Courts of that State;</p> <p>21.5 Neither party shall be liable for any act of war, strike, industrial action, fire, flood, drought, storm or other act of natural case beyond the reasonable control of either party.</p> <p>22 Consent/Authorisation</p> <p>22.1 By signing this documents, I/we hereby authorise Shutterup Blinds and Shutters to;</p> <p>a. Obtain any information as may be required in response to credit inquiries, in accordance with the provisions of the Privacy Act 1998; and</p> <p>b. To provide Credit Reporting Agency information which is disclosed to Shutterup Blinds and Shutters for the purpose of this Application.</p>
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