

COMPLETE INTERIORS - TERMS AND CONDITIONS

1. DEFINITIONS

"Commencement Date" means that date agreed between Complete Interiors and the Customer for the Works to commence at the Site.

"Customer" means the person/s ordering the Works as specified in any invoice, document or order, and if there is more than one Customer is a reference to each Customer jointly and severally.

"Complete Interiors" means Complete Interiors Commercial Pty Ltd (ACN 630 038 014) and its successors and assigns or any person acting on behalf of and with the authority of Complete Interiors.

"Deposit" means 30% of the Price.

"GST" means the goods and services tax as provided for by A New Tax System (Goods and Services Tax) Act 1999 as amended or replaced from time to time and also includes any associated legislation and delegated legislation

"Liquidated Damages" means \$200.00 per day or any other amount that is agreed between Complete Interiors and the Customer in writing.

"Materials" means materials relating to the supply of the Services and the Works and associated works as supplied by Complete Interiors to the Customer at the Customer's request from time to time.

"Order" means the Works and/or Services as agreed between Complete Interiors and the Customer and confirmed by the Customer to be carried out and as specified in any invoice, Quote and/or other document.

"Price" means the Price payable for the Works and/or Services as agreed between Complete Interiors and the Customer in accordance with Quote, subject to any agreed Variation.

"Quote" means the document provided by Complete Interiors to the Customer stating the agreed Works and/or Services to be carried out at the Price.

"Services" means the services and/or goods and services specified whether explicitly or by reference to the Quote, or, where the context requires, as varied by agreement.

"Site" means the address where the Works and/or Services are to be carried out, as agreed between Complete Interiors and the Customer in writing.

"Variation" means a variation to the services and/or goods and services to be provided under the Services or Works whether by way of increase, decrease or other change to those goods/services

"Works" means all works, Materials and/or Services supplied by Complete Interiors to the Customer at the Customer's request from time to time (where the context so permits the terms 'Works' or 'Materials' shall be interchangeable for the other).

2. TERMS

2.1 An Order placed by the Customer is subject to these terms and conditions unless otherwise expressly agreed to in writing by Complete Interiors.

2.2 These terms and conditions may only be amended with Complete Interiors' consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and Complete Interiors.

3. ACCEPTANCE

3.1 The Quote is taken to have been exclusively accepted, and the Customer is immediately bound, jointly and severally, by these terms and conditions if the Customer:

3.1.1 places an order for the Works; or

3.1.2 provides written and/or verbal instructions to commence the Works.

3.2 The Quote remains valid provided the Works are completed within 30 days of the issue date noted on the Quote.

4. TRADING TERMS

4.1 At Complete Interiors' sole discretion, the Price shall be either:

4.1.1 Complete Interiors quoted Price (subject to clause 4.2) which shall be binding upon Complete Interiors provided that the Customer accepts Complete Interiors' quotation in writing within 30 days of the date of the Quote; or

4.1.2 as indicated on invoices provided by Complete Interiors to the Customer in respect of Works performed or Materials and/or Services supplied.

4.2 Complete Interiors reserves the right to change the Price:

4.2.1 if a Variation to the Materials and/or Services which are to be supplied is requested; or

4.2.2 if a Variation to the Works originally scheduled (including any applicable plans or specifications) is requested;

4.2.3 where additional Works are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, limitations to accessing the Site, prerequisite work by any third party not being completed or hidden services, etc) which are only discovered on or after commencement of the Works; or

4.2.4 in the event of increases to Complete Interiors in the cost of labour or materials which are beyond Complete Interiors' control; or

4.2.5 if a Variation is required to the original program dates due to any delays and/or actions on the part of the Customer.

4.3 The Price will be payable by the Customer on the date/s determined by Complete Interiors, which may be:

4.3.1 on completion of the Works; or

4.3.2 by way of progress payments in accordance with Complete Interiors' specified progress payment schedule. Such progress payment claims may include the reasonable value of authorised variations and the value of any Works and/or Services performed or Materials delivered to the Site but not yet installed.

4.4 The Customer must pay to Complete Interiors the amount specified under any invoice for the Works and/or Services performed by Complete Interiors within fourteen (14) days of the date specified on any invoice or other form as being the date for payment.

4.5 The Customer shall not in any circumstances withhold payment of the Price at the time it is to be paid under these terms and conditions on the basis that the total supply of the Materials and Works and/or Services has not been completed as at the date required for payment and the Customer hereby waives any right in that regard in favour of Complete Interiors. This clause is subject to any limitations imposed on the Company under these terms and conditions.

4.6 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 Complete Interiors nor to withhold payment of any invoice because part of that invoice is in dispute.

5. PAYMENT & DEPOSIT

5.1 The Customer must pay the Deposit to Complete Interiors within 3 Business Days of the acceptance of the Quote or Complete Interiors may terminate this Contract.

5.2 Upon the Deposit being paid, Complete Interiors will advise the Customer of the Commencement Date. Complete Interiors will notify the Client of any changes to the Commencement Date

5.3 Payment of the Price may be made by cash, bank cheque, electronic/on-line banking or by any other method as agreed to between the Customer and Complete Interiors.

5.4 Receipt by Complete Interiors 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.

5.5 Complete Interiors reserves the right to periodically invoice the Customer for work in progress up to the amount of the Price, subject to any Variation.

5.6 Unless any amount in the Quote or a Variation thereto is explicitly stated to be inclusive of GST, then it is exclusive of GST and GST must be paid by the Customer in addition to (and at the same time as) the non-GST component of any payment invoice.

6. DELAYS

6.1 If the Works are delayed by any act, default or omission of the Customer, Complete Interiors shall be entitled to Liquidated Damages, which shall be added to the next invoice, for each day that the Works are delayed.

7. BREACH

7.1 Failure to comply with any of the agreed terms of payment shall constitute a breach of contract by the Customer and Complete Interiors may treat the whole contract as repudiated.

7.2 Complete Interiors may refuse to supply further Materials and Services to the Customer until such time as the Customer has remedied its default under this clause and such refusal is without prejudice to any other rights Complete Interiors may have.

7.3 Complete Interiors may at their full discretion provide an invoice for all Works and/or Services completed at the time of the Customer's breach of contract.

8. DEFAULT AND CONSEQUENCES OF DEFAULT

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

8.2 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of fifteen percent (15%) per annum (and at Complete Interiors' sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

8.3 If the Customer owes Complete Interiors any money the Customer shall indemnify Complete Interiors from and against all costs and disbursements incurred by Complete Interiors in recovering the debt (including but not limited to internal administration fees, legal costs on an indemnity basis, Complete Interiors' contract default fees, and bank dishonour fees).

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

8.4.1 any money payable to Complete Interiors becomes overdue, or in Complete Interiors' opinion the Customer will be unable to make a payment when it falls due;

8.4.2 the Customer becomes insolvent or bankrupt, 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

8.4.3 a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

9. QUANTITIES AND DELIVERY

9.1 It is the sole responsibility of the Customer to check the accuracy of the quantities and details shown on the Quote. Any costs incurred due to a discrepancy between the Quote and the actual requirements will be charged to the Customer at the same rate as used for calculation of the Quote subject to any increases in the cost of Materials or labour.

9.2 Where Materials are delivered to vacant or unattended sites and a receipt for delivery cannot be obtained by Complete Interiors' carrier, the Customer accepts responsibility for any shortages that may arise.

9.3 In the event that Complete Interiors is only able to deliver part of the Materials ordered, the Customer agrees to accept the Materials delivered and to effect payment when due of that proportion of the Price which is applicable.

10. MATERIALS

10.1 Complete Interiors and the Customer agree that title in the Materials supplied pursuant to these terms and conditions shall not pass until:

10.1.1 the Customer has paid Complete Interiors all amounts owing to Complete Interiors; and

10.1.2 the Customer has met all of its other obligations to Complete Interiors.

10.2 Until title passes to the Customer, the Customer acknowledges that it is in possession of each unit of the Materials solely as bailee for Complete Interiors and in that capacity shall store the Materials separately from the Customer's own goods or those of any other person and in a manner that renders the Materials clearly identifiable as Materials of Complete Interiors and maintains the state and condition in which the Materials were received.

10.3 Complete Interiors may, without prejudice to any of its rights and without previous notice, retake and resume possession of all Materials which remain the property of Complete Interiors and may for that purpose by its servants and agents enter upon the Customer's premises or any other place where Materials may be upon the occurrence of one of the following events:

10.3.1 The Customer commences to be wound up or is placed under official management or a receiver is appointed, or an encumbrance takes possession of its undertaking or property or any part thereof; or

10.3.2 The Customer becomes insolvent or bankrupt or commits an act of bankruptcy or makes an assignment for the benefit of a creditor; or

10.3.3 The Customer fails to pay the whole or part of the Price or transport or other charges for any unit of the Materials supplied under these conditions when due and payable; or

10.3.4 The Customer is in breach of any other of these terms and conditions.

11. SECURITY AND CHARGE

11.1 In consideration of Complete Interiors agreeing to supply the Material and Services, 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).

11.2 The Customer irrevocably appoints Complete Interiors and any director of Complete Interiors as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 11 including,

Please note these terms and conditions are available on our website: <https://complete-interiors.com.au/terms-and-conditions>

but not limited to, signing any document on the Customer's behalf.

12. CONSUMER SALES

12.1 All representations, warranties or conditions not expressly contained herein of any nature or kind whatsoever are hereby excluded to the extent that the Customer and Complete Interiors named are in law capable of agreeing to such exclusion.

12.2 So far as any agreement between the parties provides for the supply by Complete Interiors of goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption to a consumer within the meaning of that term as contained in section 4B of the Competition and Consumer Act 2010 or for the supply of goods of that type to a Seller within the meaning of that term as contained in Section 274 of the Australian Consumer Law, Schedule 2 of the Competition and Consumer Act 2010 the liability of Complete Interiors for any breach of any conditions or warranty forming part of such an agreement is limited to:

12.2.1 In the case of goods, any one or more of the following at the option of Complete Interiors:

12.2.1.1 The replacement of the goods or supply of equivalent goods;

12.2.1.2 The repair of the goods;

12.2.1.3 The payment of the cost of replacing the goods or acquiring equivalent goods; and

12.2.1.4 The payment of the cost of having the goods repaired.

12.2.2 In the case of services supplied to the Customer, any one or more of the following at the option of Complete Interiors:

12.2.2.1 The supplying of the services again;

12.2.2.2 The payment of the cost of having the services supplied again.

12.3 Notwithstanding clause 12.1 and 12.2 above;

12.3.1 Complete Interiors goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

12.3.1.1 to cancel your service contract with us; and

12.3.1.2 to a refund for the unused portion, or to compensation for its reduced value.

12.3.2 You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

13. DEFECTS

13.1 Complete Interiors and the Customer agree that where any defect in the Works or in Materials used in the Works is identified, Complete Interiors shall have first right of refusal to repair said defect and before any third party is engaged to rectify said defects.

13.2 Complete Interiors accepts no responsibility for consequential loss or damage due to the supply of faulty Materials or workmanship.

13.3 Complete Interiors accepts no responsibility for any defect or damage which may be caused or partly caused by or arise as a result of:

13.3.1 the Customer failing to properly maintain or store the Works and/or any Materials;

13.3.2 additional, ancillary, and/or concurrent works undertaken by the Customer and/or by any third party engaged by the Customer;

13.3.3 the Customer using the Works and/or Materials for any purpose other than that for which they were designed;

13.3.4 the Customer continuing to use the Works and/or any Materials after any defect became apparent or should have become apparent to a reasonably prudent operator or user;

13.3.5 interference with the Works by the Customer or any third party without Complete Interiors prior approval;

13.3.6 the Customer failing to follow any instructions or guidelines provided by Complete Interiors; or

13.3.7 fair wear and tear, any accident, or force majeure.

13.4 The benefits to the Customer given by the above warranties are in addition to other rights and remedies of the Customer under a law in relation to the goods or services to which the warranties relate.

13.5 This clause 13 survives termination of these terms and conditions.

14. FORCE MAJEURE

14.1 Complete Interiors shall not be liable for any failure to perform or delay in performance of the Works due to force majeure including but not limited to strikes, fire, floods, storms, explosions, pandemics, riots, lock-outs, industrial action, injunctions, interruption of transport, accidents, inability to obtain supplies, war, terrorism, governmental action or any other circumstances beyond Complete Interiors' control.

15. CUSTOMER REQUIREMENTS AND RESPONSIBILITIES

15.1 The Customer is required to, is solely responsible for and agrees to:

15.1.1 provide reasonable notice to Complete Interiors for commencement of work to allow Materials to be ordered and jobs to be scheduled;

15.1.2 ensure that any other works at the Site are at the sufficient stage so as to be ready for Complete Interiors to begin the Works on the Commencement Date;

15.1.3 ensure that the Site is clean of debris and have clear access for delivery of Materials prior to commencement of any Works;

15.1.4 ensure that Complete Interiors has clear and free access to the Site at all times to enable them to undertake the Works; and

15.1.5 the Site complying with any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation

15.2 If the Customer is unable to comply with clause 15.1, the Customer agrees:

15.2.1 to indemnify Complete Interiors for any and all costs incurred to bring the Site into compliance with clause 15.1; and

15.2.2 at the sole discretion of Complete Interiors, pay Liquidated Damages for each day that the Works are unable to be commenced at the Site due to the Customer's non-compliance with clause 15.1.

16. RUBBISH

16.1 Unless specifically included in any Quote and/or Order, Complete Interiors accepts no responsibility for the removal of any rubbish or broken or left-over Materials from the Site.

17. PERSONAL PROPERTIES SECURITIES ACT 2009 ("PPSA")

17.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.

17.2 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 that have previously been supplied and that will be supplied in the future by Complete Interiors to the Customer.

17.3 The Customer undertakes to:

17.3.1 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 the Complete Interiors may reasonably require to:

17.3.1.1 register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;

17.3.1.2 register any other document required to be registered by the PPSA; or

17.3.1.3 correct a defect in a statement referred to in clause 10.3(a)(i) or 10.3(a)(ii);

17.3.2 indemnify, and upon demand reimburse, Complete Interiors for all expenses incurred by Complete Interiors exercising its rights under this clause 10, including but limited to, 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;

17.3.3 not register a financing change statement in respect of a security interest without the prior written consent of Complete Interiors;

17.3.4 not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of Complete Interiors; and

17.3.5 immediately advise Complete Interiors of any material change in its practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.

17.3.6 Complete Interiors 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.

17.4 The Customer hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.

17.5 The Customer waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

17.6 Unless otherwise agreed to in writing by Complete Interiors, the Customer waives its right to receive a verification statement in accordance with section 157 of the PPSA.

17.7 The Customer shall unconditionally ratify any actions taken by Complete Interiors under clauses 17.3 to 17.5.

17.8 Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

17.9 Complete Interiors reserves its right to exercise any rights Complete Interiors has under this clause 17. Nothing in this clause places any obligation on Complete Interiors whatsoever. Nothing in this clause entitles the Customer to any setoff, however occurring, including but not limited to, Complete Interiors' failure or delay to exercise any of its rights or register or perfect any interest in any security however occurring. Complete Interiors has the exclusive right and sole discretion to pursue the Customer, in any manner open to Complete Interiors at law, for the full amount of any monies owing despite any security it may hold and, in any order, or manner Complete Interiors deems fit.

18. LIABILITY

18.1 Complete Interiors shall not be liable for damages in respect of consequential damage or loss to person or property arising out of alleged defects in the Materials, Services and/or Works supplied.

18.2 Complete Interiors 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 Complete Interiors of these terms and conditions (alternatively Complete Interiors' liability shall be limited to damages which under no circumstances shall exceed the Price of the Works).

18.3 Complete Interiors shall not be liable for any loss or damage to the Site unless due to the negligence of Complete Interiors and Complete Interiors receives notice of said loss or damage claim in writing within 7 days of the loss or damage occurring.

19. BUILDING AND CONSTRUCTION INDUSTRY SECURITY OF PAYMENTS LEGISLATION

19.1 At Complete Interiors' sole discretion, if there are any disputes or claims for unpaid Materials and/or Works then the provisions of the following may apply:

19.1.1 Building and Construction Industry Security of Payments Act 1999 (NSW); or

19.1.2 Building and Construction Industry (Security of Payment) Act 2009 (ACT).

19.2 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Acts contained at clauses

19.1.1 and 19.1.2 above, except to the extent permitted by the Acts where applicable.

19.3 A Quote provided by Complete Interiors to a Customer is subject to the applicable provisions of the Acts contained at clauses 19.1.1 and 19.1.2 above.

20. GENERAL

20.1 Complete Interiors reserves its right to exercise any rights it has under these terms and conditions. Nothing in these terms and conditions places any obligation on Complete Interiors whatsoever. Nothing in these terms and conditions entitles the Customer to any setoff, however occurring, including but not limited to, Complete Interiors' failure or delay to exercise any of its rights or register or perfect any interest in any security however occurring. Complete Interiors has the exclusive right and sole discretion to pursue the Customer, in any manner open to Complete Interiors at law, for the full amount of any monies owing despite any security it may hold and, in any order, or manner Complete Interiors deems fit.

20.2 The failure by Complete Interiors to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Complete Interiors' right to subsequently enforce that provision.

20.3 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.

20.4 These terms and conditions and any contract to which they apply shall be governed by the laws of Australian Capital Territory and are subject to the jurisdiction of the Australian Capital Territory.

20.5 The Customer agrees that Complete Interiors may amend these terms and conditions at any time. If Complete Interiors makes a change to these terms and conditions, then that change will take effect from the date on which Complete Interiors notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for Complete Interiors to provide any Works to the Customer.

20.6 The Customer warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.