

TINT CITY – TERMS OF TRADE

Please take time to read the following in its entirety to completely understand the terms and conditions of essential factors when dealing with the purchase and maintenance of the window film material. You are solely responsible for reviewing our terms and conditions prior to submitting request to have work performed.

Upon accepting a quote from Tint City and proceeding with the Service of Goods to you, you confirm you have read, understood and accepted the contents of the following

Terms and Conditions:

1. Definitions

In these Terms:

Agreement means any agreement or contract entered into for the Services provided by Tint City to you;

Goods means the commercial and/or residential tinting goods that form part of the Services;

GST means the Goods and Services tax as defined in A New Tax System (Goods and

Services Tax) Act 1999 (Cth) as amended;

Job means an order or request for the Services;

Premises means the building the subject for the purpose of receiving the Services by Tint City to you pursuant to clause 11;

Services means the supply and installation of the Goods to the Premises and any other incidental services provided by Tint City to you;

Store means any of the sites or locations where Goods and Services are provided by Tint City;

Terms means these Terms and Conditions of Sale;

Tint City means The Ishigami-Sims Family Trust trading as Tint City; and

You or your means a person, firm or corporation, jointly and severally if there is more than one, acquiring Services from Tint City.

2. Basis Of Agreement

2.1 Unless otherwise agreed by Tint City in writing, the Terms apply exclusively to every Agreement.

2.2 Any written quotation provided by Tint City to you concerning the

proposed supply of Services is valid for 30 days, is an invitation to treat only, and is subject to you offering to enter into an Agreement and accepting these Terms.

2.3 Tint City' quotation may include additional terms which are not inconsistent with the Terms.

2.4 The Agreement is accepted by Tint City when it confirms acceptance of an offer from you in writing or electronic means or provides you with the Services.

2.5 Tint City may vary these Terms at any time.

3. Pricing

3.1 Prices quoted for the supply of the Services will include GST and any other taxes or duties imposed on or in relation to the Services (unless otherwise indicated). In addition to payment of the price for the Services, you must pay any GST and any other taxes or duties imposed in relation to the Services.

3.2 If you request any variation to an Agreement, Tint City may increase the price to account for the variation.

3.3 Where there is any change in the costs incurred by Tint City in relation to the Services, Tint City may vary its price for the Services in order to take account of any such change by notifying you.

4. Payment

4.1 Upon acceptance of a Tint City quote or offer, a 50% Deposit is required to secure your installation booking.

4.2 Tint City has a strict Payment after Completion policy, once your job is completed, balance payment is due immediately.

4.3 The final balance payment for the Services must be made in full upon completion of the Services and prior to release of the Goods to you, unless prior arrangements or payment terms with you have been agreed upon in writing.

4.4 Tint City will only accept payment in the form of bank transfer, cash, bank cheque or credit card payments only.

4.4.1 Tint City reserves the right to refuse acceptance of payment by selected credit card providers such as American Express and Diners, or recover the cost of processing charges imposed by said credit card providers if no other alternative payment method can be provided.

4.4.2 For Bank Transfers, a Payment confirmation must be emailed or SMS through to Tint City once payment is made.

4.5 If you have queries or questions regarding your job, please make payment and Tint City will resolve any issues once payment is received. No replacements can be made until payment for the original job is received.

5. Payment Default

5.1 If you default in payment of any amount payable to Tint City in accordance with clause 4 above, then Tint City may, without prejudice to any other remedy available to it:

5.1.1 charge you an overdue fee of ten per cent (10%) charged monthly for the period from the due date until the date of payment in full.

5.1.2 Any payments made by you will first be applied to any interest payable and then in reduction of any other amount owed to Tint City;

5.1.3 charge you for, and you must indemnify Tint City from, all costs and expenses (including without limitation all legal costs and expenses) incurred by Tint City resulting from the default or to recover any sum due;

5.1.4 withhold and retain warranty of the Goods until payment is made in full; without effect on Tint City's accrued rights under any contract.

5.2 Failure to make payment will result in your film being removed and your details being passed on to a third party.

6. Passing Of Property

6.1 Until full payment in cleared funds for the Services is received by Tint City, as well as all other amounts owing to it by you, the title and property to the Services and the Goods remains vested in Tint City and does not pass to you.

6.2 Tint City retains a general lien over the Premises until full payment in cleared funds is received by Tint City for all the Services provided to you.

7. Risk And Insurance

7.1 The risk and all insurance responsibility for, damage or otherwise in respect of the Goods and Services will pass to you immediately on provision of the Services.

7.2 The Goods and Services are sold to you on the basis that you have obtained all necessary licenses or permits under all relevant laws and regulations in relation to the Goods.

7.3 You assume all risk and liability for loss, damage or injury to persons or to your property or third parties arising out of the use of the Goods or provision of the Services supplied by Tint City, whether such Goods are used singularly or in combination with other goods.

7.4 Tint City recommends you notify your insurance company that you have had solar or security film applied to your glass/windows, so that in the event of accidental glass breakage, the cost of replacing the glass and the window film can be covered. You are responsible for any costs associated for the inclusion of this extra cover to your insurance premium.

8. Use Of The Premises

8.1 You hereby consent to and authorise Tint City and its employees, agents or contractors to occupy the Premises for the purposes of and incidental to:

8.1.1 supplying and carrying out the Services on the Premises; and

8.1.2 offering the services referred to in clause 11.

8.2 You acknowledge and agree that Tint City will not be liable for any loss or damage occasioned to the Premises or any person or property whilst the Premises is occupied by or in the possession of Tint City to the extent permitted by law.

8.3 You must indemnify and keep Tint City harmless from all costs, actions, claims, demands, loss or damage (including all legal costs) arising from or in connection with the use or possession of the Premises under clause 8.1 and the services referred to in clause 11.

9. Selection Of Services

9.1 You have not relied on any service involving skill and judgement, or on any advice, recommendation, information or assistance provided by Tint City in relation to the Services or their use, fitness for purpose or application;

9.2 You have the sole responsibility of satisfying yourself that the Services are suitable for your use or any contemplated use, whether or not such use is known by Tint City;

9.3 Any description of the Services provided in a quotation or invoice is given by way of identification only does not constitute a contract of sale by description.

10. Performance Of Agreement

10.1 Any period or date for delivery stated by Tint City is intended as an estimate only and is not a contractual commitment. Tint City will in no circumstances whatsoever be liable for any loss or damage suffered by you or any third party, nor will you be entitled to cancel your order for failure to meet any estimated date or cancellation or suspension of the provision of the Services.

10.2 A completed delivery docket whether signed by Tint City or by you will be proof of provision of the Services invoiced.

11. Delivery And Installation Of The Goods

11.1 Once an agreement and acceptance of this proposal by both the client and Tint City has been established either verbally or in writing, Tint City will make every reasonable effort to deliver the provided service in a timely and

professional manner unless interrupted by natural events that are outside of our control.

11.2 On the nominated time and date, a representative of Tint City will attend your Premises to install the Goods, along with any necessary equipment. You must ensure that both you and the Premises are available at this time.

11.3 In the case of any delays by Tint City, Tint City will maintain sufficient contact with you to keep you informed of any updates and/or ETA's.

11.4 After completion of the Services, a representative of Tint City will contact you to confirm your installation is complete. Payment must be made in full on delivery of the installed Goods.

11.5 Tint City reserves the right to vary any of the nominated delivery times by giving you notice by telephone call, voice message, Short Message Service (SMS) / text message or email.

11.6 For the avoidance of doubt, the provisions in clause 11 continue to apply notwithstanding that a delivery time may have been arranged, or the Goods delivered to you.

11.7 Tint City reserves the right to charge a rescheduling fee to you if you or the Premises are not available at the nominated installation time and location.

12. Preparation Of Your Premises

12.1 Tint City requires clear access to the windows that need film applied. This includes removal of any window furnishings by you that may reasonably interfere with installation, and any other physical obstructions to the glass, such as furniture, desks, computers, pets, children and any other objects that may introduce additional difficulties to producing a high quality application prior to installation.

12.2 Tint City accepts no responsibility for damaged blinds or furniture if our installer must remove/move anything in order to tint the windows.

12.3 Tint City' installer requires at least 750mm from the inside of the window outwards to complete the job; if our installer feels there is not enough room and is unable to move your furniture, we will re-schedule the Services.

12.4 Tint City is very clean and tidy, we always make sure that our work area is secured and clean. We only use PH neutral products that do not damage your walls or floors, however if you are concerned, please lay down your own drop sheets. Tint City will provide our standard drop sheets to cover the front of the window.

13. Injury

13.1 During the installation process, you acknowledge and accept that Tint City may have some items that are hazardous for people who do not have experience around these tools. To ensure there are no injuries, you are responsible to safeguard the work area outlined by your installer.

13.2 You confirm that all children and animals are supervised by you during the installation process.

14. Liability And Indemnity

14.1 Except as specifically set out in these Terms or contained in any warranty statement provided with the Services, any term, condition or warranty in respect of the quality, merchantability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the Services or Goods, whether implied by statute, common law, trade usage, custom or otherwise, is hereby expressly excluded to the extent permitted by law.

14.2 Replacement of the Goods or the cost of replacement of the Goods and provision of the Services is the absolute limit of Tint City's liability however arising under or in connection with the sale, use, storage or any other dealings with the Services or the Goods by you or any third party.

14.3 Tint City is not liable for any indirect or consequential losses or expenses suffered by you or any third party however caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party.

14.4 You are solely responsible for all risks relating to or arising from the selection, supply, installation and use of the Goods and the Services.

14.5 You acknowledge that as a result of your selection, the Goods may exacerbate any faults in the glass and upon acceptance of the quote or offer provided by Tint City, you acknowledge that no claim or blame shall be made against Tint City as a result of any:

14.5.1 fracture;

14.5.2 fault; or

14.5.3 failure of the glass caused by:

14.5.3.1 faulty glazing;

14.5.3.2 thermal stress

14.5.3.3 faults; or

14.5.3.4 blemishes in the glass; and/or

14.5.3.4.1 sub-standard frames; or

14.5.3.4.2 glass installation techniques;

all of which you accept are due to pre-existing conditions which could not have been identified at the time of installation and are reasonably considered to be outside of Tint City's control.

14.6 If, after the supply of the Goods and Services by Tint City (as requested and selected by you), your Premises is impacted by any of the categories in clause

14.5, then you warrant and represent that you will not cause or allow the Premises to be occupied or used in any manner that is illegal or otherwise unsafe.

14.7 Without limiting anything in this clause 14, you must indemnify and keep Tint City harmless from all costs, actions, claims, demands, loss or damage (including all legal costs on an indemnity basis) arising from or in connection with your selection of the Goods pursuant to clause 14.4 or a breach of the warranty given in clause 14.6.

14.8 Nothing in the Terms is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of goods or supply of services which cannot be excluded, restricted or modified.

15. Removal Of Existing Tint

15.1 Without limiting any other Terms, you expressly acknowledge and agree that Tint City will not be liable for any loss or damage occasioned to the Premises as a result of the removal of existing tinting products, whether original equipment or aftermarket.

16. Guarantee And Warranty

16.1 Window films are warranted against cracking, peeling and delaminating (“material defect”) from the date of installation, when properly installed on interior glass surfaces for the period stated on the manufacturer’s warranty card.

16.2 Tint City guarantees that the Services supplied will be free of any material installation defects for the normal lifetime of the Goods. This guarantee is not transferrable.

16.3 If any such material installation defect is detected, Tint City will rectify the defect at its own cost. After curing, a few small particles or points may remain. They are normally visible from the outside and are inherent to film adhesives. These points or light reflections do not affect the performance, durability or longevity of the film in any way

16.4 You acknowledge and agree, that for the purposes of clause 16:

16.4.1 unless advised otherwise, all residential window films come with a Manufacturers warranty; and

16.4.2 unless advised otherwise, all commercial window films come with a Manufacturers warranty.

16.5 For the avoidance of doubt, this guarantee only applies to the installation services and does not extend to any manufacturing or latent defects whether material or otherwise in relation to the Goods.

16.6 In relation to any manufacturing or latent defects in the Goods, Tint City will so far as it reasonably can, transfer or make over to you the benefit of any guarantee or warranty which may have been given by the manufacturer of any such Goods.

16.7 This warranty is void if the window film is subject to abuse or improper care, e.g. Picking at film edges, use of sticky tape or other adhesives, improper cleaning or water leaking through window frames.

17. Condition Of Glass Prior To Window Film

Installation:

17.1 You confirm that the Premises will be clean and free of grease, dirt, oil, dog hair, debris, and free from existing window film material. A cleaning charge of \$100.00 per hour will be assessed for any additional cleaning or removal of existing window film material.

17.2 Tint City is not responsible for the condition of the surface the glass on the Premises. Any existing scratches, cracks or other damage will be visible through the film, and such surface damage or imperfections may damage the film, cause the film to fail prematurely or the window film material may not adhere to the surface at all.

17.3 Tint City are not responsible for broken windows if there is damage prior to installation.

17.4 Tint City will not be held responsible for the condition of the glass at the Premises or the Premises prior to the window film being installed or what is underneath the window film once it is installed.

17.5 Tint City will replace any windows that have been damaged during installation by our installer or any windows that have a film defect.

17.6 If the window film is damaged after installation, you will be required to pay for the full price of re-installation for that panel(s).

17.7 Tint City accepts no responsibility for any window breakage due to a crack/fault in the glass prior to installation.

18. Cancellation

18.1 If, through circumstances beyond Tint City's control it is unable to effect provision of the Services, Tint City may cancel your job (even if it has already been accepted) by notice to you.

18.2 No purported cancellation or suspension of a job or any part of a job by you is binding on Tint City after that job has been accepted without express written consent to the contrary.

18.3 Tint City will charge a cancellation fee of \$150.00 + GST or fifty per cent

(50%) of the total job cost, whichever is the greater, if it accepts your purported cancellation or suspension of a job and you did not provide Tint City with 24 hours' notice of your purported cancellation.

18.4 Notwithstanding clause 18.3, the client further agrees to reimburse Tint City for any costs and/or losses incurred, should the client have a change of mind within 48hrs of when the Services are scheduled to begin.

19. Miscellaneous

19.1 The laws of Western Australia govern these Terms. Each party submits jurisdiction to the courts of Western Australia and any appellate courts.

19.2 Tint City's failure to enforce any of these Terms shall not be construed as a waiver of any of its rights.

19.3 If any of the Terms are unenforceable it shall be read down so as to be enforceable or, if it cannot be so read down, it shall be severed from these Terms without affecting the enforceability of the remaining Terms.

20. Disputes

20.1 This is not an expectation contract and we are not responsible for buyers' remorse.

20.2 By accepting the Services you are accepting the Goods as installed and that the installation and/or performance is satisfactory. You are responsible for inspecting the Goods upon completion of the Services.

20.3 You shall identify to Tint City in writing any dispute concerning an invoice within ten days of the date of the invoice. If disputes are not identified in writing within the ten-day time frame it is considered you have accepted the Goods and the invoice.

20.4 You must contact Tint City of any and all work in dispute, accompanied by written explanation. After investigation, if an error is found on our behalf we will make appropriate corrections.

20.5 We do not accept responsibility for consequential damages or loss of any kind related to the sale, installation or delivery of our products. It is your responsibility to read our Terms & Conditions available on our website prior to contacting Tint City to perform any services.

20.6 If for any reason you are dissatisfied with the Goods or Service provided by Tint City, please contact our office within 30 days via the following methods:

20.6.1 In writing by email to: gettinted@tintcity.com.au; or

20.6.2 By phone to: 0897 913 824.