



iShade

Terms & Conditions of Sales

Effective July 1, 2010

1. All prices are quoted in Australian dollars, ex-iShade factory in Perth. Wholesale prices do not include Freight & Handling charges.
2. Specifications are subject to change without notice or other advertisement. Typographical or clerical errors in quotations, orders or acknowledgments are subject to correction. All prices are subject to change without notice. We endeavour to give you a minimum of 30 days notice in the event of any change in prices.
3. All Orders must be confirmed in writing.
4. Once an Order has been accepted by iShade, such Order may be varied or cancelled only if such variation or cancellation is in writing and accepted by iShade. The Buyer shall indemnify iShade in respect of all costs incurred by iShade up to and including the date of cancellation or variation.
5. Cancellation will only be accepted in writing where manufacture of the Goods has not commenced.
6. Payment is required prior to dispatch of Goods unless other arrangements have been made.
7. When credit facility has been approved by iShade Sun Shade Systems, account is payable within 30 days from the date of invoice. Late payment may attract an administration fee of A\$30.00 being charged to outstanding balance. No further order will be processed until all outstanding accounts are settled.
8. Until the Buyer's indebtedness to iShade under this or any other agreement and under all accepted Orders is fully discharged, the full legal and equitable title in the Goods shall be retained by iShade and will only be transferred to the Buyer upon such full discharge occurring.
9. DELIVERY DELAYS. iShade will make every effort to deliver Orders in the shortest possible time. However, iShade shall have no liability whatsoever for iShade's failure to deliver or to procure delivery of the whole or any part of the Goods which are the subject of this agreement or any Order, or for any delay in delivering same for any reason whatsoever, nor shall any such delay be a ground for cancellation of any Order. In particular, without limiting the generality of the foregoing, iShade shall not be liable for any indirect, economic consequential loss or damage arising from such failure or delay. Any statement in any form made by iShade as to delivery date is an estimate given in good faith by iShade but shall in no case, unless otherwise agreed in writing by iShade, be binding on iShade and in no event shall iShade be liable for any delay arising from any cause.
10. iShade will not be held responsible for any damages or improper working of an iShade product caused by neglect, misuse, excessive wear or incorrect installation.
11. iShade products carry a 5 year warranty. This warranty shall not apply if
 - a) the product has been used for any other function than for which it was designed to handle.
 - b) the product is damaged by neglect, misuse, excessive wear, incorrect installation, or when written instructions for wiring of the electrical connections have not been followed.
 - c) the product is used with electrical accessories that have not been approved in writing by iShade.
 - d) the product has been opened, dismantled, with clear evidence of abuse or other damage.
12. As iShade continues to improve the products, we reserve the right to make alterations without prior notice.
13. COLOURS. We strongly advise the Buyer to re-check colour names and numbers of the fabric and frames and inform us of any differences. As with any kind of fabric or Powdercoating, a slight shade variation in colour between the samples of the materials and supplied materials are possible and unavoidable.
14. TRADE MARKS. Nothing herein contained or implied shall constitute a licence to the Buyer to use iShade's name or trade marks, nor shall anything herein contained or implied constitute the Buyer as iShade's agent and the Buyer shall not hold itself out as iShade's agent in any circumstances whatsoever.
15. The information contained in this document and any other documents supplied by iShade Sun Shade Systems is strictly confidential and is supplied on the understanding that the confidentiality will be respected and not information contained within is to be disclosed to third parties without the prior written consent of iShade Sun Shade Systems
16. Any term of this agreement may be varied at any time by iShade as regards future Orders by giving notice in writing to the Buyer.