

TERMS AND CONDITIONS OF SALE

In these terms and conditions:-

“COMPANY” Shall mean Ideal Office Furniture Pty Ltd and all related companies or trading names within the group: Ideal Office Furniture, Fleet Sales and Easy as 123 SOLD.

“COMPANY PREMISES” shall mean any location from which the company conducts business.

“PURCHASER” Shall mean the buyer or customer.

Unless the company agrees in writing to any alteration or other condition, the Purchaser's order is accepted subject to the following terms and conditions which apply to the whole or any executed part of an order.

1. QUOTATION

Unless previously withdrawn, a quotation issued by the Company is valid for 30 days or such other period as stated in writing. A quotation is an invitation to manufacture or assemble, not to be construed as an obligation to sell and the Company reserves the right to withdraw the quotation at any time.

2. ORDER CANCELLATION

The Company may accept cancellation of orders for stock standard items in part or whole up until the time of dispatch if the assemble process has not begun. No cancellation of an order will be accepted after the despatch of the goods from the Company's premises. All cancellations must be notified in writing to the Company. Orders for products which are not stock standard will not be cancelled. **A fee of 30% of the total value of items being cancelled will be payable / non-refundable.**

3. PRICE AND PAYMENT

a) All prices are nett ex-works Sydney NSW unless otherwise stated. These prices do not include freight costs for part or whole shipment to any destination. For imported goods, the price quoted or invoiced for the supply or manufacture of goods are based on prices quoted to us by our suppliers and the rates of freight, exchange, insurance premiums, customs duties and other costs of importation known to us at the time of quotation. Unless otherwise stated, in the event of any increase in these rates or the price of goods quoted to us by our suppliers before acceptance of an order or prior to delivery of the goods to the purchaser, then the cost to the Company entailed by such increases shall be added to and form part of the purchase price payable by the Purchaser accordingly.

b) Payment for invoiced amounts is to be made in full within thirty (30) days from the date of delivery (unless quoted for a lesser period). Until payment is full is received and the Purchaser has completely performed all his obligations under the contract the property in the goods remain with the Company and if in the Purchaser's possession, will be held as Bailee and returned immediately unused and undamaged upon demand. The Purchaser will hold the Company indemnified against any claim or liability or injury to, or by, the goods in the meantime.

c) Unless specifically agreed by the Company in writing before dispatch of the goods, no deduction is to be made from payment for retention monies to guarantee performance of the contract.

4. ACCEPTANCE AND DELIVERY

a) Unless otherwise specified by the Company the point of delivery of the goods shall be the Company's premises. The Company may however elect to deliver goods at an agreed price, free into store or to the Purchaser's carrier.

b) The Purchaser shall inspect the goods immediately on the arrival thereof and shall within twenty-four (24) hours from such inspection give notice to the Company of any matter or thing by reason whereof he may allege that the goods are not in accordance to the contract. Such notice must be subsequently confirmed and received in writing by the Company within seven (7) days from receipt of goods. If the Purchaser shall fail to give such notice the goods shall be deemed to be in all respects in accordance with the contract and the Purchaser shall be bound to accept and pay for the same accordingly.

5. FREIGHT

Unless agreed to the contrary in writing all freight, insurance and associated charges connected with the shipment, delivery and receipt of goods shall be paid by the Purchaser. The Company has the right to nominate the means of delivery unless agreed to otherwise in writing.

6. DELAY IN DELIVERY AND FORCE MAJEURE

a) Delivery and availability dates are estimates and approximate only and although the Company will use its best endeavours to maintain these estimates, no liability is accepted for delay from any cause whatsoever. The time of delivery in any quotation represents the time at which the goods are to be ready for despatch from the Company's or suppliers premises and the Company is allowed the further time necessary to cover transit to points of delivery. The Company does not accept orders under penalty for late delivery. The Company reserves the right to ship orders in whole or by instalment and each instalment shall be deemed to be sold under a separate contract. Any failure on the part of the Company to deliver within the time stated shall not entitle the purchaser to repudiate the contract in whole or in part.

b) If for any cause beyond the Company's control, including but without limiting any act of God, war, strike, lock out, industrial dispute, governmental or semi-governmental award, enactment, priority or restriction, fire, flood, storm or tempest, delay in obtaining licences, transport, labour or materials, accidents, damage to the Company's works or business or those of its suppliers, the Company is prevented from making, delivery or performance at the time stipulated, the Company shall be entitled at its option either to extend the time for delivery of performance for a reasonable period or to terminate the contract and the Purchaser shall not in consequence in either case have any claim for damages and shall pay for all deliveries made or services performed, prior to the date of such determination and all expenses incurred and monies paid by the Company in connection with the contract.

7. DESCRIPTION

Any representation, promise, statement or description by the Company or any employee, agent or dealer is expressly excluded and the Purchaser acknowledges that he has relied solely upon his own inspection and skill and judgement and not by reason of such representation, promise, statement or description. All photographs, weights, illustrations, dimensions and any other particulars given in or accompanying a quotation or contained in descriptive literature are approximate only and deviations therefore shall not vitiate the contract or be made the basis of any claim made against the Company.

8. WARRANTIES

Goods supplied by the company are guaranteed to be free of defects in materials and workmanship in accordance with the manufacturer's warranty. This warranty does not cover the repair of any fault or the replacement of any device part resulting from the negligence or malpractice of the Purchaser or his servants. The Purchaser shall not carry out any repairs to allegedly defective goods without prior written consent from the Company. Notwithstanding anything herein contained the Company shall continue to be subject to any implied warranty provided by the Trade Practices Act 1974 (Commonwealth) and any similar state laws that may apply.

9. LIMITATION OF LIABILITY

a) The Company and the Purchaser hereby agree that, to the extent permitted by law, in the event of any loss, damage or claim arising out of a breach of one or more of the consumer warranties and/or the manufacturer's warranty, the liability of the Company is limited to the repair or replacement of the goods or the cost of such repair or replacement.

b) Parts and labour for repair or replacement pursuant to sub-clause (a) herein shall be provided by the Company during normal working hours at the Company's premises and the Company shall have no liability for the cost of transportation of the goods to same.

c) The Purchaser's property under the Company's custody or control will be entirely at the Purchaser's risk as regards to loss or damage thereto or thereby from whatever cause arising.

d) The company shall not be liable for and the Purchaser hereby releases the Company from any claim, action or liability for consequential loss or damage to persons or property arising by reason or delays, non-delivery, defective materials or workmanship, negligence or any act, matter, conduct or thing done, permitted or omitted by the Company.

e) All rejected or defective parts shall be the property of the Company to dispose of as it sees fit.

f) The Company accepts no responsibility whatsoever for errors in dimensions, quantities, specifications or otherwise where orders for any goods are placed on the Company by the Purchaser otherwise in writing.

g) The Company accepts no responsibility for loss of or damage to or maintenance of secrecy with respect to any plans, drawings, samples or other materials supplied by the Purchaser to the Company.

10. TRIALS OR LOANS

At the discretion of the Company goods may be supplied for a predetermined period of time to a customer on the following basis:-

- Trial and evaluation or
- Temporary loan or
- Stocking a customer's showroom

These goods always remain the property of the Company unless the goods are subsequently purchased and fully paid for. Whilst in their care, Purchasers or Customers agree to take full responsibility for the goods supplied. Damages and losses must be paid for by the Purchaser/Customer and all costs related to delivery and return of the goods including freight, handling and insurance must be paid for by the Purchaser/Customer. Goods not returned on or before the due date are deemed to be sold and must be paid for by the Purchaser accordingly.

11. RETURN OF GOODS

It is a condition of the sale of the goods that the Company is not obligated to accept in any case, the return for goods for credit. The following conditions relating to the return of goods for credit apply to all goods returned for this purpose with the prior approval of the Company.

a) Prior arrangements must be made for all goods to be returned for any reason. Authorisation must be obtained from the Company in the form of Goods Return Authorisation (GRA) number issued by the Company. Your request for credit or other documentation accompanying the goods must quote this GRA number. Any goods not accompanied by a GRA number will not be accepted for return.

b) Where goods were originally supplied in a special manufacturer's carton, any return shall be made in that original carton and the goods shall be returned in their original and unmarked condition, complete with any instruction sheets supplied.

c) Unless agreed in writing to the contrary, all costs associated with the return of goods including outward and inward freight are the responsibility of the Purchaser.

d) Goods supplied which have been specifically brought in or manufactured to the Purchaser's specification and are not normal stock standard products of the Company are not returnable under any circumstance.

e) Any goods altered or damaged by the Purchaser cannot be returned for credit under any conditions.

f) A restocking fee will be charged to the Purchaser if goods are returned (with the prior approval of the Company) and the goods were not correctly supplied by the Company in the first place in keeping with the Purchaser's order and the goods were not defective or damaged.

12. GENERAL

a) If these terms and Conditions of Sale which shall only be varied, modified or rescinded by written agreement shall differ in any respect from the Purchaser's order of the Company's acceptance or confirmation then these terms and Conditions shall prevail.

b) The company reserves the right to refuse to accept, or to proceed with, any order at any time should the Purchaser's trade reference be unsatisfactory to the Company.

c) c) These terms and conditions can be found on the www.iof.com.au website.