

TERMS & conditions

1. General

- (a) Only these conditions, as may be varied under clause 1(c), bind the Company. All other conditions (including the Customer's conditions of purchase, if any), warranties and representations are excluded.
- (b) Agents or distributors of the Company's Goods have no right or authority, express or implied, to bind the Company.
- (c) The Company may vary these conditions by agreement in writing with the Customer.
- (d) A Quotation given to the Customer is not an offer, and is valid for 30 days from the date of Quotation.
- (e) An order placed by the Customer under a Quotation is not binding on the Company until accepted in writing by the Company.

2. Price

- (a) Prices for Goods will be as per the Company's Official Price List.
- (b) Prices may be altered by the Company with 30 days notice.
- (c) GST, delivery charges, extra packaging surcharges and government taxes, if any, are payable by the Customer.
- (d) The Company may impose a handling and delivery charge of \$15 on invoices less than \$100 (excluding GST).

3. Orders, Despatch and Delivery

- (a) Orders for Goods cannot be suspended or cancelled except with the Company's consent. The Customer shall pay all reasonable expenses incurred by the Company due to suspension or cancellation.
- (b) Delivery Dates are estimates only and the Company is not liable for any loss or damage for failure to deliver by those dates.
- (c) The Company may make part deliveries of any order and render an invoice to the Customer for the Goods delivered. Failure to make delivery of the total order will invalidate the sale.

4. Returns

- (a) Products are sold on a non-return basis and unless damaged (refer clause 7), faulty (refer clause 8) or incorrectly delivered cannot be returned.
- (b) All returns must receive the prior approval of the Company.
- (c) The Company reserves the right to inspect Goods to be returned.
- (d) Goods must be returned according to the Company's procedure for returns for credit or replacement.
- (e) The Customer must retain signed return documentation as proof of a return.
- (f) Unless damaged, faulty or incorrectly delivered, a re-stocking fee of 15% applies to all Goods returned and is payable within 30 days of the end of the month in which the credit is issued.

5. Payment

- (a) Unless otherwise agreed the customer must pay a deposit equivalent to 50% of the total value of the order at the time of order placement, the balance due prior to shipment ex The Company's Sydney facility.
- (b) Where credit terms are agreed, the Customer must pay the Invoice Value within 7 days of the end of the month of delivery of the Goods (i.e. net 7 days).
- (c) Any Goods returned or to be returned by the Customer under clause 4 does not alter the payment terms on an invoice.
- (d) The Company may impose a service charge of up to 2% per month (calculated on daily balances) on overdue amounts.
- (e) The Customer shall be liable for all costs incurred by the Company in recovering outstanding monies from the Customer, including collection agency fees, court costs and bank dishonour fees.

6. Risk and Ownership of Goods

- (a) The Company's responsibility for and risk in the Goods ends on the Delivery Date.
- (b) Ownership of the Goods delivered by the Company to the Customer remains with the Company until the Customer has made full payment for all Goods whatsoever sold by the Company to the Customer, whether:
 - (i) under these conditions or any other contract or agreement;
 - (ii) the Goods are similar to the goods the subject of these conditions or not;
 - (iii) such indebtedness is pursuant to a written, oral or partly written and oral contract;
 - (iv) such indebtedness is on a current account, a trading account or otherwise.
- (c) Irrespective of clause 6(b), the Customer may still sell the Goods in the ordinary course of business. However, if it does so the proceeds of sale shall be held for the Company until all Goods are paid for by the Customer.
- (d) If the Customer enters into any form of external administration or The Company requires Goods to be returned due to non-payment, the Customer must return Goods in which title has not passed to the value of non-payment to the Company on demand. If the Customer does not return the Goods to the Company within 48 hours of receipt of the demand (or such other time, if any, specified by The Company), the Company may enter the premises of the Customer at any time and do all things necessary to recover the Goods in which title has not passed to the value of the non-payment. The Customer is liable for all costs associated with the exercise by the Company of its rights under this clause 6(d).

7. Damage, Shortage, Loss In Transit

- (a) The Customer must advise the Company of any damage or shortage of Goods within 2 days after the Delivery Date, otherwise no liability will be accepted.

8. Faulty Goods

- (a) All damaged Goods or Goods of faulty manufacture (excluding unavoidable imperfections) will be credited or replaced if the Company is advised within 7 days after the Delivery Date, and the faulty Goods are made available for inspection and return. To the extent permitted by the Trade Practices Act 1974 (Cth) the Company's liability is limited (at the Company's election) to:
 - (i) replacing the faulty Goods; or
 - (ii) the cost of obtaining equivalent products; or
 - (iii) the cost of having the faulty Goods repaired.
- (b) The Company will not be liable for any special, exemplary, punitive or consequential loss or damage (including without limitation, loss of profit, loss of opportunity and loss of goodwill) incurred by the Customer either directly or indirectly in connection with the supply of Goods.

9. Trademarks

The Customer cannot use the Company's trademarks and trade names without the prior written approval of the Company.

10. Explanatory Material

- (a) Explanatory Material provided to the Customer does not bind the Company, and does not constitute any form of representation by the Company.
- (b) The Company may amend its Explanatory Material without notice to the Customer.

11. Non Performance

The Company is not responsible for any lack of operation or performance of the Goods (and any loss or damage) where they are:

- (a) used or adapted for a purpose for which they were not designed;
- (b) combined or integrated with other products not manufactured by the Company.

12. Force Majeure

The Company is not liable for any failure to comply with these conditions where the failure is due to circumstances which are not directly within the Company's control, including, but not limited to, acts of terrorism, natural disaster, industrial action, or a failure of a supplier, public utility or common carrier.

13. GST

- (a) The Customer will be liable for GST on any taxable supply by the Company to the Customer.
- (b) The Company reserves the right to raise tax adjustment notes and recipient tax invoices when necessary.
- (c) The Customer must supply the Company with its ABN (where applicable) prior to or at the time of placing order with the Company.

14. Privacy Act

Where credit terms are offered, the Customer agrees to the Company obtaining information about the financial standing and credit worthiness of the Customer.

15. Withdrawal Of Credit

The Company retains the right to withdraw the Customer's credit at any time at its absolute and sole discretion.

16. Regulatory Requirements

- (a) It is the Customer's responsibility to ensure that Goods supplied by The Company are suitable for the environment in which they are to be used and meet all applicable regulatory requirements (including any requirements under Building Code of Australia and any fire engineered solution).
- (b) The Company does not hold itself out as possessing any expertise as to whether products supplied by it meets any particular requirements under the Building Code of Australia or any fire engineered solution in respect of the Site, makes no representation as to fitness for purpose of the product it supplies and hereby disclaims all responsibility in that regard. Without limiting this clause, where the Customer or its consultant specifies specific Goods or a finish, in circumstances where a particular regulatory standard or requirement is to be met, responsibility for that standard or requirement rests with the Customer.

17. Definitions

Company: Linc Furniture Pty Ltd ABN 59 136 596 891

Customer: the person or company named in the sales invoice or Quotation issued for the Goods by the Company.

Delivery Date: the date on which the Goods leave the Company's premises, or where the Goods are on other premises the date on which the Goods leave those premises.

Invoice Value: the amount stated in the Company's invoice for Goods ordered by the Customer.

Explanatory Material: drawings, specifications, explanatory literature and any other materials prepared by the Company for descriptive or explanatory purposes.

Goods: those goods ordered by the Customer from the Company from time to time.

Official Price List: the list of prices of Goods set out in the Company's price book or price file or price notifications from time to time.

Price: the price for Goods contained in the Official Price List.

Quotation: a quotation submitted by the Company to the Customer for Goods.

