

Terms and Conditions

1. Interpretation

"Business Day" means Monday to Friday (inclusive) excluding public holidays at the place of delivery or place of provision of services.

"Conditions" means these Terms and Conditions of Goods and/or Services between the Customer and the Supplier as set out in this document and any conditions contained in Quotes and Invoices issued by the Supplier to a Customer.

"Consumer Law" means the Competition and Consumer Act 2010 (Cth) as amended from time to time.

"Corporations Act" means the Corporations Act 2001 (Cth) as amended from time to time.

"Customer" means the person, entity or organisation that requests Goods and/or Services from the Supplier or to which Goods and/or Services are delivered by the Supplier and includes the Customer's agents.

"Goods" means any goods, products and materials provided by the Supplier to the Customer

"GST" has the meaning given in A New Tax System (Goods and Services and Services Tax) Act 1999 as amended from time to time.

"Insolvency Event" has the meaning given in clause 9(c).

"Intellectual Property Rights" includes rights in relation to present and future copyright, confidential information, patents, inventions, registered and unregistered trademarks and registered or unregistered designs and includes any right to licence and sub-licence any of the above.

"Order" means a request by a Customer for the purchase of Goods or Services.

"Price" means the moneys payable by the Customer to the Supplier in relation to the supply of Services and/or Goods.

"Quote" means a quotation provided by the Supplier to the Customer for an Order

"Supplier" means Timber & Tailor ABN 43 163 254 206 or any Related Bodies Corporate as defined by the Corporations Act

"Services" means any services provided by the Supplier to the Customer including services provided in relation to an Order.

"Specifications" means the written specifications for any Services or Goods provided by the Supplier to the Customer from time to time.

2. General

- (a) These Conditions apply to any Goods sold by the Supplier, to any Orders requested by the Customer and/or to any Services provided by the Supplier.
- (b) These Conditions constitute the whole agreement between the Supplier and the Customer. No term or condition contained in any Order will add to, amend or delete these Conditions unless expressly pre-agreed in writing by a duly authorised officer of the Supplier.
- (c) The Customer agrees that in accepting the Goods after being provided with a copy of these Conditions, the Customer has agreed to these Conditions whether or not the Customer has signed a copy of these Conditions and that these Conditions shall apply and form part of any order for the supply of the Goods or Services by the Supplier to the Customer hereinafter.
- (d) The Customer must pay to the Supplier any costs associated with the Customer purporting to terminate any Order, including the Price and any costs, expenses or charges incurred by the Supplier on the Customer's behalf in connection with the Order.
- (e) In the event that the Consumer Law is not applicable, the Supplier reserves the right to refuse the return of any Goods it supplies to the Customer.
- (f) The Customer must provide all information necessary to enable the completion of the Order. The Customer acknowledges and agrees that it must pay any costs arising directly or indirectly from any error or omission in that information or any delay in providing that information.
- (g) the Customer agrees to pay for the Goods and any Order in accordance with these Conditions.

3. Delivery of Goods

Subject to these Conditions:

- (a) the Supplier may agree to deliver Goods to the Customer;
- (b) a Quote for delivery may be provided by the Supplier to the Customer upon placement of an Order or the otherwise purchase of Goods where applicable;
- (c) delivery of the Goods is subject to the Customer providing the Supplier with all relevant information, documentation, and access to the delivery site to enable the Supplier to deliver the Goods;
- (d) delivery of the Goods by the Supplier includes placement of the Goods and removal of rubbish that may be subject to the delivery;
- (e) if the Supplier agrees to deliver Goods to the Customer, this will be on the presumption that the delivery site is on the ground floor with no stairs or other obstacles in the way;

- (f) the Supplier may agree to provide to the Customer storage of any Goods purchased by the Customer for a period of up to 14 days from the date of purchase of the Goods or the Order. The Customer agrees that after the expiry of the 14 days, storage fees of \$200/week apply and will be payable by the Customer to the Supplier each week until delivery of the Goods, or otherwise agreed between the Supplier and Customer in writing; and
- (g) if any Goods are to be delivered outdoors, delivery of the Goods will be subject to the weather conditions. The Supplier will not be liable for any delays to the delivery of the Goods caused by the weather.

4. Price

- (a) The supplier will provide the Goods and any Services to the Customer in accordance with the terms set out in these Conditions.
- (b) The Supplier may provide a Quote to the Customer.
- (c) Any price list provided by the Supplier is not and shall not be construed as an offer capable of acceptance or as creating an obligation to sell.
- (d) Any Price quoted is subject to the terms contained in the Quote and these Conditions.
- (e) Unless otherwise indicated, prices quoted are inclusive of GST. The Customer is required to pay all GST in respect of the Goods and/or Services or any part of the Services at the same time that payment is required.

5. Terms of Payment

- (a) The Customer agrees to pay the Supplier:
 - (i) for all the Goods and/or Services provided by the Supplier to the Customer;
 - (ii) any applicable GST or other charges, duties and taxes set out in these Conditions, any contract or otherwise invoiced by the Supplier.
- (b) The Supplier will invoice the Customer and require payment:
 - (i) Upfront for the full cost of the Goods, where the collective purchase amount or Order is under \$3,000.00; or otherwise
 - (ii) Of 50% upfront for Goods and Orders of \$3,000.00 or more, with the balance payable immediately upon delivery.
- (c) The Customer agrees that until all money owed (or claim to be owed) by the Customer to the Supplier is paid in full to the Supplier, the Customer may not raise any defence available to it or exercise any right of set-off or make a counterclaim or cross-demand against the Supplier in reduction of the Customer's liability under These Conditions. The right of the Customer to raise any defence, set off, cross demand or counterclaim is wholly suspended until such time as the monies owed

(or claim to be owed by the Customer to the Supplier) are paid in full to the Supplier.

- (d) The Customer agrees that any time that it makes a payment to the Supplier, irrespective of whether the payment is made under or in connection with these Conditions, that the Supplier may apply that payment in any manner that the Supplier sees fit, including by applying any payment firstly to interest and legal costs.
- (e) Quotes are valid for 30 days from the date they were issued. Cancellation or amendments must be made within 48 hours of the original deposit being received and will incur a 5% administration fee of the total order value. No cancellations or amendments can be accepted after 48 hours of order placement. As our products are custom made to your specific dimensions and or finish's; returns or refunds will not be given except where required by consumer law. Please choose carefully as we are unable to accept returns due to customers change of mind.

6. Force Majeure

If the Supplier cannot provide any Services due to any event beyond its control such as any act or neglect of any carrier, sub-contractor, manufacturer or supplier of the Supplier, acts of God, pandemic, strikes, lock-outs, bans or other industrial disturbances, fire, flood, explosion, civil riot or commotion, government interference or request, by-laws, rules or regulations or order of any competent authority, the Supplier may elect to:

- (a) extend the time for performance of the Services; or
- (b) terminate the Order if the force majeure continues for a period of 14 days or more, without liability to the Customer for the Supplier's failure.

7. Default

- (a) In the event that payment is not received according with these Conditions, this will constitute a default under these Conditions, and:
 - (i) all money owed by the Customer to the Supplier will become immediately due and payable by the Customer to the Supplier;
 - (ii) the Supplier may charge the Customer interest on overdue amounts. Interest will be calculated on daily balances of overdue invoices from the day following the date upon which payment should have been made at the rate of 18% per annum; and
 - (iii) the Customer agrees that interest on any overdue invoice shall automatically accrue on all overdue amounts and continue to accrue until payment is made in full to the Supplier.
- (b) In the event of a default by the Customer under these Conditions, the Customer agrees to indemnify the Supplier for all costs that the Supplier may incur arising from, relating to or in connection with, the default, including:

- (i) any third party collection costs including those from any debt collection agency;
 - (ii) all legal costs (on an indemnity basis) incurred by the Supplier obtaining advice in respect of its rights under These Conditions and enforcing its rights under these Conditions against the Customer;
 - (iii) all legal costs (on an indemnity basis) incurred by the Supplier in attempting to recover moneys owed by the Customer to the Supplier under These Conditions; and
 - (iv) any other disbursements that the Supplier may reasonably become liable for.
- (c) At any time on or after the occurrence of an Event of Default, the Supplier may:
- (i) Demand and require immediate payment from the Customer any sums owing under any Invoices and Orders, including but not limited to any amounts incurred by the Supplier pursuant to clause 7(a) and 7(b) herein; and
 - (ii) Exercise any powers rights or privileges conferred by law and these Conditions, including the registration of a caveat on any real property owned by the Customer pursuant to clause 11 of these Conditions, without limitations.
- (d) The following events are insolvency events:
- (i) the commission by the Customer of any act which is defined as an "act of bankruptcy" under the Bankruptcy Act 1966 (Cth);
 - (ii) the Customer is, or makes a statement from which it may be reasonably deducted by the Supplier that a ground or grounds on which the Customer may be wound up exists as specified in section 461 (or in the case of a part 5.7 body, section 585) of the Corporations Act;
 - (iii) the Customer is in liquidation, in provisional liquidation, subject to a deed of company arrangement or wound up or has had a receiver, or receiver and manager that is not over the whole or substantially the whole of its property;
 - (iv) a petition being presented for the sequestration of the Customer's estate or assets or for the winding up of the Customer;
 - (v) the Customer being a company is deregistered;
 - (vi) a mortgagee, charge or other holder of security, by itself or by or through an agent, enters into possession of all or any part of the assets of the Customer;
 - (vii) the Customer is or states that it is unable to pay its debts when they fall due;
 - (viii) the Customer is the subject of an event described in section 459(C)(2) of the Corporations Act; or
 - (ix) anything analogous or having a substantially similar effect to any of the events specified above happens in relation to the party.
- (e) In the event of:
- (i) an Insolvency Event

- (ii) the Customer failing to make any payment to the Supplier on the due date; or
 - (iii) the Customer not complying with an obligation under these Conditions, the Supplier may, without prejudice to any other remedy, have the right to:
 - (iv) decline to provide the Goods or Services and any payments made by the Customer to date will be forfeited;
 - (v) otherwise cease to perform any of its obligations to the Customer without incurring any liability at law or in equity and without prejudice to the Supplier's right to recover amounts owing to it by the Customer.
- (f) Termination does not affect the accrued rights and obligations of the parties under these Conditions, including with respect to any payments due to the Supplier or any indemnities given by the Customer under these Conditions.

8. Warranty & liability of supplier

- (a) Subject to Clause 8(c), the Supplier will not be liable to the Customer for:
- (i) losses arising from the delay in the supply of Goods;
 - (ii) loss or damage to any property as a result of any act of God, including any weather conditions;
 - (iii) unless otherwise agreed in writing, loss or damage arising from recommendations and suggestions provided to the Customer by the Supplier or its employees, agents and/or contractors;
 - (iv) loss or damage to any property arising out of any act, omission or negligence of the Customer or its agent or representative;
 - (v) Loss or damage due to defects in the materials used by the Supplier from third parties; or
 - (vi) loss or damage due to the Customer's misuse of any Goods provided by the Supplier.
- (b) To the extent permitted by law all warranties, conditions, liabilities or representations in relation to the quality of the Goods (other than any being or giving rise to non-excludable rights under any laws of Australia or its State or Territories) which might otherwise be implied herein by law or otherwise are expressly negated and excluded.
- (c) A Consumer Law may give the Customer certain guarantees. Where liability for breach of any such guarantees can be limited, the Supplier's liability (if any) arising from any breach of those guarantees is limited to a refund of the Goods provided or the cost to repairing the Goods.
- (d) The Customer agrees that to the extent permitted by law:
- (i) the Supplier will not be liable for and the Customer releases the Supplier from all liability for any loss of profits, direct, indirect or consequential loss or damage which is or may be sustained by the Customer or any of its employees, officers,

agents or contractors arising out of or in connection with the Conditions and the supply of the Goods; and

- (ii) the Supplier's overall liability to the Customer or any of its officers, employees, agents or contractors arising out of or in connection with the Conditions and the supply of the Goods is limited to the value of the Goods supplied.

9. Miscellaneous

- (a) These Conditions shall be governed and construed in accordance with the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the Courts of Victoria.
- (b) Any statement, invoice, notice or other document including any court process ("Notice") may be given or delivered to or served upon the Customer by the Supplier by email to the Email address provided by the Customer or by prepaid post addressed to the Customer at the last address of the Customer known to the Supplier. The Customer shall be deemed to have received any Notice within 1 business day after sending the email or 4 Business Days after posting.
- (c) The parties hereto agree that any originating process or other process issued at the request of the Supplier may be served on the Customer by sending a copy of the signed and sealed copy of the process in the manner set forth in the clause immediately above.
- (d) The Supplier's acquiescence, conduct or failure to require performance does not constitute a waiver of the Supplier's rights unless otherwise expressly notified to the Customer in writing.
- (e) The singular shall include the plural and vice versa, words importing any gender shall include every other gender and where there is more than one Customer the Customers shall be bound jointly and severally.
- (f) If anything in these Conditions is unenforceable, illegal or void then it is severed and the rest of the Conditions remains in force, unless the severance would change the underlying principal commercial purpose or effect of these Conditions.
- (g) If two or more provisions of these Conditions are inconsistent or contradictory the numerical position of those provisions must not be a determinative factor in any decision, order or ruling that results in the severance of any conflicting provision.
- (h) These Conditions may be varied from time to time by the Supplier at the Supplier's sole discretion. The amended Conditions will apply to the provision of Goods or Services provided by the Supplier to the Customer and on any Order or part of a Order from the date on which the Supplier provides the updated Conditions to the Customer.

10. Privacy

The Supplier will, in respect of personal information held in connection with these Conditions:

- (a) comply with the Privacy Act 1998 (Cth) and other legislation regarding privacy in force from time to time that is applicable to the Customer or the Supplier;
- (b) use the personal information only for or in connection with the purposes of these Conditions and in accordance with the Supplier's Privacy Policy; and
- (c) otherwise not disclose personal information without the written authority of the Customer except for the purposes set out in these Conditions and for the purposes of fulfilling its obligations under these Conditions or as required by law.

11. Caveatable interest

The Customer hereby consents to charging in favour of the Supplier all its estate and interest in any land and in any other assets, whether tangible or intangible, freehold of leasehold, in which it now has any legal or beneficial interest or in which it later acquires any such interest, with payment of all monies owed by the Customer to the Supplier under any Invoices and these Conditions, and consents to the lodging by the Supplier of a caveat or caveats which note its interest in or over any such land or caveatable property. If the Customer is entering into this agreement in its capacity as trustee of a trust then the Customer charges its property in its personal capacity and all trust property of the trust with payment of all monies owing to the Supplier.

12. Acceptance by customer

The Customer will be deemed to have accepted and entered into these Conditions with the Supplier upon:

- (a) the Customer delivering a signed copy of these Conditions to the Supplier; and/or
- (b) the Customer accepting an Order or Quote; and/or
- (c) the Customer making payment or part payment to the Supplier for any Goods or Services provided by the Supplier.

13. Online sales

- (a) These Sales Terms ("Terms") apply to all orders and purchases made through our online store ("Store"). By placing an order on our Store, you agree to be bound by these Terms, our Privacy Policy and any other policies or terms referenced herein. We reserve the right to update or modify these Terms at any time without prior notice.
- (b) Product
Timber, leather and stone are natural products, and as such variations will occur and no guarantee can be given to exactly replicate the features displayed on floor stock or product images, either printed or on screen. Please refer to our website for care information and warranty conditions.
- (c) Ordering and Payment
All orders are subject to availability of the product and acceptance by us. Once you

have placed an order on our Store, you will receive an email confirmation with the details of your order. Payment for your order must be made at the time of purchase using the payment methods accepted on our Store. We reserve the right to cancel or refuse any order at any time.

(d) Shipping and Delivery

We aim to deliver your order within the timeframe stated on our Store at the time of purchase. However, delivery times may vary depending on the shipping method and destination. We are not responsible for any delay or failure to deliver your order caused by circumstances beyond our control. Any delivery dates provided are estimates only and we are not liable for any loss or damage caused by late delivery. Assembly and installation is not included.

(e) Returns and Refunds

We do not offer refunds for change of mind. However, we want you to be completely satisfied with your purchase from our Store. If for any reason you are not happy with your order, please contact us within 14 days of receiving your order to arrange an exchange or credit note. Returns must be made in the original condition and packaging and we reserve the right to refuse any returns that do not meet these requirements. We will process your refund within 14 days of receiving the returned item(s), excluding any shipping costs.

(f) Warranty and Liability

We warrant that all products sold on our Store are of satisfactory quality and fit for their intended purpose. We are not liable for any indirect, special, incidental or consequential damages arising from the use of any product purchased from our Store. Our liability is limited to the purchase price of the product.

(g) Intellectual Property

All content on our Store, including but not limited to images, graphics, logos, text, and software, is the property of our company and is protected by copyright and other intellectual property laws. You may not use any content from our Store without our prior written consent.

(h) Governing Law and Jurisdiction

These Terms are governed by and construed in accordance with the laws of the jurisdiction in which our company is located. Any disputes arising from these Terms will be subject to the exclusive jurisdiction of the courts in that jurisdiction.

(i) Contact Information

If you have any questions about these Terms or any other aspect of our Store, please contact us using the contact information provided on our Store.