

# Terms, Conditions and Warranties of Sale

Robinson Corporate Pty Ltd (ACN 002 755 731) ("the Company") requires that the following terms, conditions and warranties shall apply to all orders and sales unless otherwise agreed in writing:

## 1. Quotation:

a) All prices quoted will hold firm and be open for acceptance by the purchaser for a period of fourteen days from the date of quotation. If not accepted within the said fourteen-day period the quotation is no longer valid and shall not bind the Company unless the company advises the purchaser in writing to the contrary. Any purported acceptance by a purchaser after the expiration of the fourteen-day period shall be deemed to be a counter offer to the Company.

b) Any quotation issued by the Company will be based upon the specifications, descriptions and quantities submitted by the purchaser. Any subsequent alteration of such details may lead to a price variation.

## 2. Dimensions:

All dimensions of the product set out in sales literature & information submitted by the Company are approximate and written confirmation should be sought from the company if a dimension is critical.

## 3. GST:

3. In this clause:

- a) "GST" means the Goods and Services Tax as provided for by the GST law;
- b) "GST law" means the A New Tax System (Goods and Services Tax) Act 1999 as amended or replaced from time to time and any associated legislation including without limitation delegated legislation;
- c) "Rate of GST" means 10% of such other rate of GST as is payable by the Company under the GST law;
- d) Any expression used that is defined in the GST law has that defined meaning.

3.2 All prices quoted by the company are exclusive of GST. Liability for GST is additional to the price quoted and is payable by the purchaser at the same time as the price for the goods.

3.3 On delivery of the goods the company shall provide the purchaser with a valid Tax Invoice

## 4. Leasing:

If a purchaser intends to lease all or any of the goods covered by the quotation the purchaser shall at the time of acceptance of the quotation, or at such time as the parties shall agree, indicate in writing the name of the leasing Company and the approval and reference information in relation to the stock being purchased. If after the purchaser is invoiced the purchaser advises the Company of a change in the leasing company, which necessitates a re invoicing, the purchaser shall be subject to an additional charge by the Company of \$100. Nothing herein contained shall derogate from the personal liability of the purchaser to the Company in relation to the accepted quotation.

## 5. Acceptance:

Acceptance of a quotation shall be in writing and signed by the purchaser or an agent on its behalf. If the terms of a purported acceptance differ from those shown in the quotation being accepted then such acceptance shall constitute a counter offer and shall not be binding on the Company unless the Company expressly accepts such counter offer in writing.

## 6 Cancellation:

It is acknowledged by the purchaser that all goods sold by the Company are custom made against order and therefore are not returnable. Once a quotation has been accepted in accordance with Clause 5 hereof the purchaser shall not be at liberty to cancel the whole or part of the order thus made unless the Company agrees in writing. The Company shall have the right to require as a term of any such agreement for cancellation that the purchaser bear the costs incurred by the Company to the date of cancellation.

## 7. Warehousing:

Upon receipt of a written request from the purchaser requesting a delayed delivery in respect of an order or any part thereof beyond the delivery specified in the subject quotation, such delivery will be extended at least for a period of 48 hours free of charge to the purchaser. At the expiration of that 48 hour period the purchaser shall be invoiced for warehousing at a rate of not more than 1.5% per month of the value of the goods for which delivery is delayed and the Company shall have absolute right to fix such a rate. Notwithstanding delayed delivery the Company shall when an order is otherwise ready for delivery have the right to invoice the subject goods whereupon risk shall pass to the purchaser in accordance with Clause 11 hereof.

## 8. Force Majeure:

Contracts shall be subject to cancellation by the Company by notice in writing to the purchaser in the event of the Company being unable to secure labour, materials or supplies or in the event that as a result of any act of God, war, strike, lock out, or any labour disputes or floods, drought any other cause beyond the Company's control due performance of the contract is rendered impossible

## 9. Delivery:

Delivery dates indicated by the Company with respect to an order are estimates only based on information available at the time. The Company shall however use its best

endeavours to comply with delivery dates indicated. Goods shall be delivered during normal working hours Monday to Friday by road to the address designated by the purchase in its acceptance. Placement is not included unless specifically stated in the quotation. The purchaser shall ensure that access to the delivery location shall be freely available without charge to the Company and that the dimensions provided by the purchaser to the Company will be such as permit the goods being delivered to fit through doorways and/or in elevators. Delivery by the company is not available if access to the place nominated for delivery is only by way of steps or stairs.

## 10. Terms of Payment:

- a) The Company reserves the right to invoice progressively. Each invoice shall be payable within 14 days of delivery or within any other period stated in the invoice or such period as stated in the invoice .
- b) If the quotation requires the payment of a deposit there shall be no obligation on the part of the company to take action on the order until a deposit is received either by way of a cleared cheque or direct deposit into our account

## 11. Legal Title:

- a) Legal title to the property in goods sold pursuant to the quotation shall not pass to the purchaser until all monies due to the Company by the purchaser in respect of the goods have been paid.
- b) The purchaser acknowledges that pursuant to the provisions of this clause it will stand in a fiduciary relationship to the company in respect of such goods until payment has been made for the goods
- c) Until such payment has been made the purchaser shall take all reasonable steps to ensure that the subject goods are stored or held separately from any other items so that such goods are readily identifiable.
- d) At the expiration of the 14 day period or the period stated on the invoice referred to in clause 10(a) hereof the Company shall have the right to enter upon the premises of the purchaser and repossess the goods and to hold the purchase liable for any damage to the goods and for any other damage sustained by the Company in respect of or arising out of the purchaser's failure to pay for the goods.
- e) In the event that a purchaser purports to sell the goods then any monies received by the purchase on sale of such goods shall be placed in a separate account to be held by the purchaser as trustee for the Company.

## 12 Risks:

Risk in goods sold pursuant to quotation shall pass to the purchaser at the time of delivery and whether or not the purchaser is in attendance at the place it has designated for delivery or not. The purchaser shall from and after delivery insure and keep insured the goods in the name of the purchaser with the interest of the Company noted for the full insurable value of the goods and against all insurable risks until such time as payment has been made to the Company for the goods.

## 13. Warranty:

Subject as herein provided and subject to any provisions to the contrary in the subject quotation, merchandise supplied by the Company is warranted to be free from defects in workmanship and materials as follows:-

### Single Shift (8hr/5day)

Desk, Conference and Task Seating	Five Years from date of delivery
Conference and Occasional Tables One	Year from date of delivery
Lounge Seating	One Year from date of delivery

### Multi Shift (24hr/7day)

Desk, Conference and Task Seating	Three Years from date of delivery
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During the period of warranty the Company shall repair or at its option repair or replace at it's own option any defective furniture. The warranty does not apply to damage resulting from accident, alteration, misuse, tampering, negligence or abuse or as a result of fair wear and tear. The making or such defect claim and the time taken by the purchaser for rectification arising there from shall not affect the warranty period herein before referred to. Textiles, leathers and powder or surface coatings are not warranted against fading or wear and claims in respect to same shall be limited to workmanship. The purchaser acknowledges that because of natural variations over which the Company has no control, the within warranty does not extent to the colour, grain or texture of wood or leather in respect of goods sold. All defects warranty claims must be made within the relevant warranty period. This Warranty is for the benefit of the original purchaser only and cannot be assigned or transferred.

## 14. Liability:

The Company shall not be liable for any loss, injury or damage arising out of the use of the goods unless such loss, injury or damage resulted from the negligence or breach of contract by the Company.

## 15. Improvements:

The Company reserves the right to modify any product design or specification without notice should this be desirable for any product and in the event of any such modification shall not be grounds for a complaint by the purchaser.

## 16. Jurisdiction:

The contract shall be governed by the laws in force in the State of New South Wales, Australia.