

# CHAIR IMPORTS PTY LTD

## Terms of Trade

The following are CHAIR IMPORTS PTY LTD Terms of Trade (“the Terms”). You (“the Buyer”) will be bound by these Terms when CHAIR IMPORTS PTY LTD (hereinafter referred to as “Chair Imports”) supplies goods to you in response to an order made by you. “Goods” shall mean all products and or services supplied by Chair Imports to you from time to time.

### 1. Continuance of these Terms

The Terms will continue in force until Chair Imports advises you of any changes to them. If you order goods after Chair Imports has advised you of a change to these Terms, you will be bound by the amended Terms.

### 2. Quotes by Chair Imports

Unless otherwise agreed, a quote provided by Chair Imports will be open for acceptance during the period specified in the quotation or, if no period is stated, within 14 days.

### 3. Non-supply

Chair Imports may, for any reason, decide not to supply the goods or some of the goods ordered but it must advise you within 7 days after it receives your order. If it does so, Chair Imports shall not be liable to you for any loss or damage suffered as a result of Chair Imports’ non-supply of the ordered goods.

### 4. Delivery/Availability Ex Factory

Unless a date or time for availability of goods is agreed in writing, Chair Imports agrees to use its best endeavors to make available the goods ordered by you within 21 days of receipt of your order. However Chair Imports shall not be liable for any losses and or damages occasioned to you arising from such late or non-delivery. Unless agreed otherwise, Chair Imports will make available the goods ordered by you between the hours of 8:00 am – 4:00 pm Monday to Friday (excluding public holidays). If agreed delivery dates are extended through no fault of Chair Imports, Chair Imports reserves the right to seek full payment of the goods and/or storage fees of the goods.

### 5. Delivery by Installments

Chair Imports may, at its option, deliver to you the goods ordered by you in any number of installments. If Chair Imports delivers in installments and any one of those installments contains defective goods: (a) it is not a repudiation of the contract of sale of the goods; and (b) the defective installment is not a severable breach and may, subject to these terms, give rise to a claim for replacement of the defective goods.

### 6. Receipt of Order

You agree that you will check each order immediately upon receipt of the order and you will notify Chair Imports at that time of any shortage in quantity of goods delivered. You expressly discharge Chair Imports from any liability whatsoever (including but not limited to any claim for negligent misstatement or breaches of the Trade Practices Act 1974) arising out of a shortage of goods delivered if notification of the shortage of goods has not been made to Chair Imports at the time of receipt of the order.

### 7. Description of the Goods

The descriptions, illustrations and performance data contained in catalogues, price lists and other advertising matter, do not form part of the contract of sale of the goods or of the description applied to the goods.

### 8. Inspection & Return of Defective Goods

You agree to notify Chair Imports forthwith upon becoming aware of any defects in any of the goods delivered. You expressly discharge Chair Imports from any liability whatsoever (including but not limited to any claim for negligent misstatement or breaches of the Trade Practices Act 1974) arising out of a delivery of defective goods if notification of the defect/s has not been made to Chair Imports within 7 days of delivery of the goods. Where notification of an alleged defect in goods has been made within 7 days of delivery of the allegedly defective goods and Chair Imports is satisfied that the goods are defective, Chair Imports will replace the goods with equivalent goods, provided the identified defects have arisen solely from faulty materials and/or workmanship on the part of the manufacturer and this will be the limit of Chair Imports’ liability with respect to any defective goods. Chair Imports will not accept responsibility for any goods that have been damaged as a result of mistreatment, inattention, interference and/or malicious damage. The return to Chair Imports of goods alleged by you to be defective without Chair Imports’ written consent will not in any way affect your obligation to pay for the goods in accordance with these Terms.

### 9. Chair Imports’ Liability

Except as provided in these Terms, all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the goods for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are expressly excluded to the extent allowed by relevant laws. Chair Imports is not liable for physical injury or financial loss or damage or for consequential loss or damage of any kind arising out of the supply, installation or operation of the goods or arising out of Chair Imports’ negligence or breach of its contract to supply the goods in any way whatsoever.

## **10. Payment**

Chair Imports may by giving notice to you increase the price of the goods to reflect any increase in costs to Chair Imports beyond the reasonable cost to Chair Imports (including and without limitation, foreign exchange fluctuations, increases in taxes and/or customs duties, insurance premiums or other un-specified operational costs). Time for payment for the goods shall be of the essence and will be stated on the invoice or any other forms. At Chair Imports sole discretion payment shall be due on delivery or payment shall be due prior to delivery of the goods. If you fail to pay for the goods within the stated period, Chair Imports is entitled to charge you interest on the outstanding amount at a rate of 15% per annum calculated on a daily basis from the due date for payment until payment is received. In accordance with clause 20 of these Terms at Chair Imports sole discretion a deposit may be required.

## **11. Replication of Goods**

You agree that neither you nor your employees or agents will replicate or attempt to replicate any goods supplied by Chair Imports.

## **12. Risk**

The risk in the goods passes to you upon delivery of the goods to you or your agent, including shipping or transport agent as arranged by you.

## **13. Passing of Title**

Chair Imports remains the owner of the goods delivered to you until all money owed to Chair Imports by you is paid in full. You acknowledge that you are a bailer of the goods until such time as property in them passes to you in accordance with this clause. You grant Chair Imports the irrevocable right to enter onto premises in which Chair Imports' goods are stored to inspect and/or remove them at any time and for whatever reason, and if the goods are sold, you agree to grant Chair Imports access to your records that evidence the sale of the goods and treatment of any sale proceeds. Pending the passing of title to you in accordance with this clause you: (a) must not allow any person to have or acquire any security interest in the goods, and (b) must insure the goods for their full insurable or replacement value (whichever is the higher) with an insurer licensed or authorised to conduct the business of insurance in the state where you carry on business; and (c) must not remove, deface or obliterate any identifying plate, mark or number on any of the goods.

## **14. Cancellation**

No order may be cancelled except with consent in writing and on terms which will indemnify Chair Imports against any losses suffered by Chair Imports.

## **15. Indemnity**

You agree to indemnify Chair Imports from and against any and all loss, damage or liability (whether criminal or civil) suffered by Chair Imports as a result of any breach of the Terms by you including any act of negligence or default by you or your employees and/or agents.

## **16. Inconsistency in Terms**

The Terms are the sole basis upon which Chair Imports agrees to supply goods, and apply to the exclusion of any terms appearing on any documents supplied by you. No alteration of the Terms shall be effective unless agreed to in writing by Chair Imports.

## **17. Place of Contract**

The contract for sale of the goods is made in the state of Queensland, Australia from which this document is issued. The parties shall submit all and any disputes arising between them to the courts of such state and any court competent to hear appeals from those courts of the first instance.

## **18. Delivery/Freight Costs**

There is a nominal fee for delivery to Brisbane central and the Gold Coast area. All other deliveries will be arranged and paid for by you with an independent carrier. Chair Imports at its sole discretion may deliver to other areas at costs determined and advised by Chair Imports.

## **19. Damage in Transit**

Chair Imports will not be responsible for any damage in transit where such service is provided by an independent carrier. All claims are between you and the relevant carrier.

## **20. Deposit**

Chair Imports at its sole discretion may require the payment of a deposit for the goods ordered by you at the time of confirmation of your order. This deposit will be inclusive of GST. Such deposit will be held by Chair Imports until the completion and delivery of the order and shall only be deducted and or applied against the final invoice/s.