



These terms and conditions, dated 01/01/2011, will apply to the exclusion of all other terms and conditions contained in the Customer's order. In the event of any inconsistency, AO will be deemed, by delivering the Products to the Customer or supplying services to the Customer, to have made an offer to the Customer to sell the Products or supply the services pursuant to these terms and conditions, which offer will be deemed to have been accepted if the Customer retains the Products or accepts the services. AO reserves the right to change these Terms and Conditions at any time.

#### General

- Taninch Pty Ltd ATF AO Trust T/As Absolute Office is the legal entity herein after referred to as AO. Absolute Office Interiors is a marketing name only
- All goods supplied are on these terms and conditions only and no person in the employment or otherwise as agent for AO has any authority to supply goods on any other terms and conditions or to vary these terms and conditions in any way whatsoever. If these terms and conditions of sale which shall only be varied, modified or rescinded by written agreement shall differ in any respect from the Purchaser's order or the Company's acceptances or confirmation then these Terms and Conditions shall prevail
- AO warrants that it has good title to all products it sells. In the event any section of these Terms and Conditions of Sale are deemed unlawful or unenforceable, that section or portion of a section shall be stricken from the Terms and Conditions of Sale and the remaining terms shall remain in force to the fullest extent permitted
- The failure to exercise or any delay in exercising, any right, power or privilege available to it under these terms and conditions will not operate as a waiver thereof or preclude any other or further exercise of it or the exercise of any other right or power under these Terms and Conditions.
- All sales shall be deemed made in the state of Western Australia regardless of the location of the Customer. The Customer agrees that any dispute with AO shall be brought by the Customer exclusively in the state or federal courts situated in the state of Western Australia
- Previous dealings shall not vary or negate these terms and conditions in any respect.
- AO reserves the right to refuse to accept, or proceed with, any order at any time should the Purchase's trade reference be unsatisfactory to AO
- These terms and conditions are governed by and will be construed in accordance with the Laws of Western Australia and the parties agree to submit to the jurisdiction of the courts of that state. It shall be competent for the supplier to issue proceedings in Perth, WA in a Court of competent jurisdiction

#### Prices

- All prices are for Perth metro area only
- **Errors and Omissions:** AO works hard to offer the most competitive pricing and accurate product information. Because of the dynamic nature of this industry (e.g. vendor price changes and other variables beyond our control), prices, promotions, versions and availability advertised are subject to changes without prior notice. Please be assured that every effort to ensure the accuracy; however the documents and graphics published may contain technical inaccuracies or typographical errors. AO makes no representations about the suitability of this information; it is provided "as is" without warranty of any kind. If an error is made or product is listed at an incorrect price, AO shall maintain the right to refuse or cancel any orders placed. If an order has been confirmed and charged, AO shall immediately issue a refund if the error is greater than the actual price.

#### Payments

- Standard terms of payment are 'Payment Prior To Delivery' unless an approved credit facility is in place. AO reserves the right to refuse or withdraw credit facilities.
- Approved credit payments for invoiced amounts are to be made within 7 days from the date of delivery unless otherwise quoted.
- Unless specifically agreed by AO in writing before despatch of goods, no deductions are to be made from the payment for retention monies to guarantee performance of the sale contract.
- In addition to any other rights or remedies of AO in the event of the Customer's default hereunder, AO shall be entitled to charge and recover costs incurred for the collection of payment, cheque dishonour fees, interest at the current bank overdraft rate plus 2% p.a.

#### Title to Goods

- Until payment in full is received and the purchaser has completely performed all his obligations under the contract the property in the goods remain with AO and if in the Customer's possession, will be held as Bailee and returned unused and undamaged upon demand.
- The Customer is not entitled to return the goods and refuse or delay payment on the grounds that the property in the good has not yet passed. AO will be given full ownership of any new goods or objects formed if the Customer transforms AO goods into other products or affix those goods to other objects in the meantime.
- The Customer shall keep the goods free from and against any charge, lien or other claim thereon. The Customer will hold AO indemnified against any claim or liability or injury to, or by the goods in the meantime.
- If the Customer fails to pay the purchase price or any other debts to AO when due, or commits any act of bankruptcy, AO may without notice and without prejudice to any of its rights and remedies recover and/or resell the goods or any of them and may by its servants or agents enter upon the Customer's premises or any premises occupied by the Customer for that purpose.
- If the Products are sold by the Customer, the Customer acknowledges that such sale is made by the Customer as bailee for and on behalf of AO, to hold the proceeds of sale on trust for AO, in an account in the name of AO, until payment in full for the Products is made to AO.

#### Change in Ownership

- In the event of the Customer, being an individual or partnership, incorporates his/her business and the Company continues to use the existing account, or the account is used by a Company of which he/she is a director, he/she hereby agrees to personally guarantee all due debts.
- If ownership of the Customer's business changes, the Customer will remain liable for all debt incurred on this account until such time as the supplier is notified in writing of such change.

#### Warranty Information

- AO warrants every product it manufactures to be free from defects in materials and Workmanship and in accordance with the manufacturer's warranty under normal use and service, for a period of one year, or as advertised, from the date of invoice.
- The warranty is extended only to the original Customer at the original premise delivered to. This warranty does not cover the repair of any fault or the replacement of any defective part resulting from the negligence or damaged on account of Customer's improper installation, improper connections, misuse, neglect, accident or abnormal conditions of operation by the Customer of his servants.
- The Customer shall not carry out any repairs to allegedly defective goods without prior written consent from AO. Any attempt to tamper with the product as evidenced by disruption of warranty sticker and/or unauthorised repair/modification of the product shall render this warranty null and void.
- 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.

#### Liability

The liability of AO under or arising out of the supply of goods and services for breach of any term, condition or warranty implied in or imposed upon the supply of goods and/or services by legislation shall be limited, at the option of AO to:

- a) If the breach or liability relates to goods:
  - (i) the replacement of the goods or the supply of equivalent goods;
  - (ii) the repair of the goods;
  - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
  - (iv) the payment of the cost of having the goods repaired;
  - (v) Parts and labour for repair or replacement pursuant to sub-clause (a) herein shall be provided by AO during normal working hours at AO premises and AO shall have no liability for the cost of transportation of the goods to same
  - (vi) The part or full refund upon AO's sole discretion
- b) If the breach or liability relates to services:
  - (i) the supplying of the services again; or
  - (ii) the payment of the cost of having the services supplied again

Except to the extent the law provides that liability is not able to be excluded, AO shall not be under any liability to the Customer in respect of any loss or damage (including consequential or indirect loss or damage or loss of profits, loss of use or loss of data) however caused, which may be suffered or incurred or which may arise directly or indirectly in respect of the Products, any services supplied by AO or the failure of AO to comply with these terms and conditions.

- (a) AO shall not be liable for and the Customer hereby releases AO from any claim, action or liability for consequential loss or damage to persons or property arising by reason of delays, non-delivery, defective materials or workmanship, negligence or any act, matter, conduct or thing done, permitted or omitted by AO.
- (b) All rejected or defective parts shall be the property of AO to dispose of as it sees fit.
- (c) AO accepts no responsibility whatsoever for errors in dimensions, quantities, specifications or otherwise where orders for any goods are placed on AO by the Customer otherwise than in writing.
- (d) AO 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 Customer to AO.

#### Limited Liability of Non AO Manufactured Goods

- Unless otherwise stated, all products on-sold by AO are covered by the limited manufacturers' warranty or that accompanies the product. AO makes no additional or independent warranty.
- AO does not warrant the performance, compatibility, integrity, merchantability and fitness for a particular purpose of any product, but merely passes through to the Customer whatever end-user warranty the manufacturers provide with their respective products.
- The Customer acknowledges that no warranty; condition, description or representation in relation to goods supplied is given by the supplier, expressly or implied. All warranties, terms and conditions in relation to the state, quality of fitness of the goods and of every other kind whether implied by use, statute or otherwise are hereby excluded.
- AO shall not be liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply of the goods arising out of AO's negligence or in any way whatsoever.

#### Order Acceptance

No order shall be binding on AO until accepted by AO. An individual contract for the supply of Products, on these terms and conditions, is formed on acceptance by AO of an order from the Customer. AO reserves the right to accept any order in whole or in part. Where AO makes a part delivery of any order, such delivery shall constitute a separate contract. No order may be cancelled or varied after acceptance by AO.

#### Order Cancellation

No cancellation of an order will be accepted after the despatch of the goods from the AO's premises. All cancellations must be notified in writing. Orders for products which are not stock standard (custom) can not be cancelled once order has been accepted. AO has the right to cancel any order placed before, during or after order has been placed or delivered due to any circumstances arising from monetary or quality issues.

#### Delivery of Goods

- a) AO reserves the right to charge for delivery of the Products at any time, notwithstanding that it may not have previously done so. Administrative fees may also be imposed for orders under certain dollar values. Where prices are stated as inclusive of delivery, delivery is to the delivery point specifically accepted by AO.
- b) The Customer is solely responsible for acceptance of orders and shall raise no claims for loss or damage to orders where same are, by arrangement, delivered to and left at unattended sites
- c) Please note that delivery times are estimates only and AO shall not be liable for delays. AO does not accept orders under penalty for late delivery. AO 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 Customer to repudiate the contract in whole or in part.
- d) A handling fee may be incurred on all orders. Unless otherwise stated prices are quoted as ex AO / warehouse. All freight and insurance is for the Customer's account.
- e) Delivery may not be refused by the Customer. If the Customer fails or refuses to take delivery of the goods, then in addition to all other rights and remedies of AO, the Customer shall be liable for all loss and damage (including consequential loss and damage) suffered or incurred by AO as a result thereof and AO, at its discretion may charge a restocking fee between 25% - 100% the purchase price.
- f) Unless agreed to the contrary in writing, all freight, insurance and any associated charges connected with the shipment, delivery and receipt of goods shall be paid by the Customer. AO has the right to nominate the means of delivery unless agreed to otherwise in writing.
- g) If for any cause beyond the AO'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 AO's works or business or those of its suppliers the company is prevented from making, delivery or performance at the time stipulated, AO shall be entitled at its option, either to extend the time for delivery or 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 AO in connection with the contract.

#### Returns

- The goods shall be at the Customer's risk at the point of delivery.
- The Customer shall immediately examine the goods and give written notice to AO of any defect within five (5) days of such date, failing which the goods shall be deemed to have been delivered in good order and condition and accepted by the Customer.
- Any Products which are damaged or defective, delivered after their 'use by' or 'best before' date, or which are not otherwise in accordance with the Customer's order, or which the law provides may otherwise be returned to AO at no cost to the Customer.
- The Customer may otherwise return Products to AO and obtain a credit or replacement to the discretion of AO
- Notwithstanding the provisions of this clause, AO will not accept a returned Product where the Customer has caused the Product to become unmerchantable or failed to take steps to prevent the Product from becoming unmerchantable or the Product has become damaged by abnormal use whilst in the possession of the Customer.