



TERMS AND CONDITIONS

DEFINITIONS

- a) Seller = Design Quintessence Pty Ltd ABN 33 073 290 776
- b) Buyer = includes a Buyer acting as Agent, Wholesaler, Retailer
- c) Conditions = these conditions of sale, as varied by Seller by written notice to Buyer.
- d) Products = All items sold by Seller to the Buyer.
- e) Special Orders = orders for Products which are not standard stock items or are manufactured, customised or procured specifically for the Buyer under a tender.
 - = orders that are over \$50,000 AUD,
 - = orders for products that are non-standard stock items for DQ,
 - = orders for products which are manufactured, customised or procured specifically for the Buyer

1. SCOPE

The Conditions apply to all orders placed by Buyer with Seller unless amended in writing and signed by an authorized officer of the Seller. By placing any purchase order with Seller, the Buyer accepts the Conditions. If there is any conflicting term or condition contained in any communication from the Buyer, the Conditions will prevail.

2. SPECIAL ORDERS

A deposit of 50% of the invoice cost as quoted by the Seller will be required in advance on all special orders and such deposit will be forfeited if the Buyer cancels the order.

3. PAYMENT TERMS

Design Quintessence offers varying payment terms depending upon customer category and order profile

- o COD – payment prior to release of goods
- o 7days – payment within 7 days of the release of goods
- o 14days – payment within 14 days of the release of goods
- o 30days EOM - payment within 30 days of the end of the month, in which the goods were released
- o Special Orders – a 50% deposit is required and balance of order paid at the release of goods
 - i) = orders that are over \$50,000 AUD,
 - ii) = orders for products that are non-standard stock items for DQ,
 - iii) = orders for products which are manufactured, customised or procured specifically for the Buyer

i) Due Date:

All accounts are payable on the due date.. If payment of the account is not received on the due date, the Seller at its discretion may terminate the Buyer's account or withhold further supply of Products until full payment is made.

ii) Deposit Terms

- o A deposit of fifty percent (50%) of the total quoted value is required at the time of order placement for all accepted tenders and special orders.
- o The Seller reserves the right not to commence any work or procurement until the deposit has been received in cleared funds.
- o Balance payment: The remaining balance is payable in full prior to delivery, dispatch, or collection of Products unless otherwise agreed in writing by the Seller.

4. Pricing:

Prices quoted by the Seller or its agents are subject to change without notice. The Buyer is under no obligation to comply with any recommendations by Seller as to a resale price for the Products.

iii) Freight Charges

Freight and delivery charges are estimates only unless otherwise stated. Actual freight costs incurred will be invoiced at the time of dispatch or delivery and are payable upon receipt of invoice

iv) Interest on overdue payments:

Buyer agrees to pay interest at the rate of 1.5% per month on any outstanding amount due to Seller that is overdue after 30 days.

v) Minor defects:

Minor defects including but not limited to damaged packaging, scratches, dents and missing manuals in the Products will not entitle the

Buyer to withhold payment.

5. DELIVERY

Any date quoted by Seller for delivery of Products is an estimate and Seller will not be liable for any costs or damages in relation to late delivery of Products due to events beyond its direct control, including (without limitation) shipment delays, strikes, accidents. Buyer agrees to any reasonable extension of a delivery date due to events beyond Seller's control. Delay in delivery of part of an order will not relieve the Buyer of its obligation to accept and pay for the remainder of the order.

6. FREIGHT

The Seller will not be responsible for insurance, packing, delivery, storage, handling or any similar charges or services. **The Seller will arrange for the freight of the Products at the cost of the Buyers and the cost of such freight shall be borne by the buyer and added to the invoice. If the Buyer nominates its own carrier then the Seller will use that carrier.** The Seller's responsibility for damage ceases with the despatch of the Products to the Buyer.

7. RISK AND TITLE

(i) Risk:

Risk in the Products will pass to the Buyer upon despatch to the Buyer's address as nominated in its order. Buyer must arrange at its expense insurance of the Products against loss or damage in transit.

(ii) Retention of Title:

Title to Products sold by Seller does not pass to the Buyer until full payment is made. Buyer authorizes Seller and its representatives to enter without prior notice any premises occupied by Buyer to recover possession of the Products for which payment has not been made to Seller according to the Conditions.

8. CANCELLATION OF ORDERS

An order cannot be cancelled, varied or delayed without Seller's prior consent. No application for cancellation of an order will be considered unless made in writing to the Seller. The Buyer will be liable **for all** work performed, and materials ordered or used by Seller up to the time of Seller's consent to cancellation.

9. PAYMENT DEFAULT

If the Buyer defaults in payment of its account or breaches any of the Conditions it will be liable for all legal costs and expenses properly incurred by Seller to recover the balance due by the Buyer.

10. PRODUCTS

The Seller's product range is subject to change without notice. The Seller may at any time add to or delete Products from its range and will not be liable for any loss or damage incurred to the Buyer as a result of changes to product ranges, specifications, design changes or modifications. Buyer agrees that any product illustrations or specifications supplied prior to ordering are not binding as to details.

11. WARRANTY

The Seller warrants Products purchased by the Buyer against manufacturing defects for the period specified by the manufacturer in its warranty statement for a particular product from the date upon which those Products were delivered to the Buyer. If Seller finds a product (or any part) to be defective, it will at its option, repair or replace such Products on the following terms:

- a) The Products or any part must not be inspected, altered or repaired by any person other than the Seller's authorized representatives.
- b) This warranty does not cover damage due to wear and tear, improper installation, abuse, improper maintenance, unauthorized service, misuse, neglect or failure to follow correctly any instructions or procedures supplied by Seller or manufacturer in respect of the Products.
- c) The Products must be returned to the Seller at the Buyer's cost.
- d) Products repaired under warranty by the seller will be returned to the Buyer at the buyers cost "using the nominated freight method for all the Buyers order".
- e) Except as herein provided or in additional specific product warranty statements all general law and statutory warranties implied in relation to the sale of the Products are excluded.
- f) The Seller will not be liable to pay compensation for any injury, loss or damage in connection with the return, repair or replacement of the Products

g). Subject to the provisions of the Trade Practices Act, the Seller's liability is limited to whichever is the lowest of the following 3 amounts:

- 1 the cost of replacing the Products;
- 2 the cost of obtaining equivalent Products; or
- 3 the cost of having the Products repaired.

h). The Seller accepts no responsibility for any minor variations between samples of Products shown to the Buyer and the Products supplied.

i) The Seller accepts no responsibility for errors in any calculations, estimates or advice of any nature given by any member of its staff in relation to the Products.

j) The Seller accepts no responsibility for Products used for purposes other than those for which they were designed.

k) The Seller accepts no responsibility for minor scratches on the surface of Products, or for damaged packaging.

12. EXCLUSIVITY

Buyer acknowledges being aware that Seller will make Products available to it for resale on a non - exclusive basis. The Seller reserves the right to appoint other resellers to its approved distributor list, at its sole discretion.

13. PRODUCT RETURNS

The Seller will not accept product returns unless the following conditions are met:

- a) The Seller has given prior written approval; **by way of a return of authority form**
- b) A restocking charge may be applied for unwanted or incorrectly ordered Products;
- c) Returned Products must be in original unmarked packaging and otherwise suitable for immediate resale.
- d) Returns are made within **14** days after receipt by the Buyer.
- e) Freight on returns is prepaid by Buyer **or Buyer agrees to have freight charged to his account.**
- f) Full details of the original invoice must be given before credit can be issued.
- g) The reason for return is clearly stated on **Seller's** return **authority form**,
- h) The correct invoice number is quoted on the **Seller's** return **authority form**.

Regardless of anything stated above, no return authorisation will be issued for Products specifically acquired for the Buyer, if the Products were sold as "second" quality, discontinued lines, non stock lines, Products made to order, specially designed for a specific need, ex-display stock, or Products sold at sale or special prices.

14. INDUSTRIAL PROPERTY RIGHTS

If any claim by a third party arises alleging that the resale, use or any other dealing with the Products infringes its trademarks, trade names, patent, copyrights, registered design or any other property right, the Buyer will notify the Seller promptly of such claim, and will not deal with or compromise any such claim without the written consent of the Seller.

15. TERMINATION BY SELLER

If Seller terminates the Buyer's account, Seller will not be liable for incidental or consequential damages incurred by Buyer. The Seller will be entitled to full payment for all Products delivered to the Buyer before the date of termination.

16. GOVERNING LAW

The laws of New South Wales Australia govern these Conditions. The parties will submit any dispute arising between them to the courts of that state for determination.

17. NOTICES

Any notice to be given by either party to the other under the Conditions must be in writing and may be given by prepaid mail, facsimile or email in terms of the details specified in the Buyer's credit application, unless different particulars are notified by one party to the other: