

## Terms & Conditions

### 01. Interpretation

1.1 In these Terms:

*"Us, Our, We, Company"* means Allegra Interiors Pty Ltd

ABN 30 641 981 633

*"Customer, You, Your"* means any person, body corporate, or entity who purchases of the Products from Us;

*"Price"* means the price as accepted in the order;

*"Products"* means all products sold and/or delivered by Us to the customer;

*"Services"* means installation, repair or maintenance Services (if any) in connection with the Products;

*"Structural Limitations"* include without limitation, required scaffolding, the room, floor or ceiling not being square/level or walls or plaster crumbling, breaking or flaking during installation of the Products or location of utility services or the manner in which windows/doors function or the actions of pests (eg. Termites).

*"Terms"* means these Terms and conditions of sale.

These Terms supersede any Terms and conditions which have previously governed a contract the sale of Products and/or supply of Services between Us and You;

and *"Website"* means [www.allegrainteriors.com.au](http://www.allegrainteriors.com.au)

### 02. Quotations & Orders

- 2.1. Quotations are valid for 30 days from the date of its issue barring errors or omissions and are may be withdrawn or changed by Us at any time before acceptance.
- 2.2. Quotations do not include the cost of delivery and removal of existing fittings (being optional extras) unless specified.
- 2.3. You are deemed to accept these Terms in full by placing an order or accepting a quotation.
- 2.4. Orders must be in writing and are not binding on Us until accepted by Us in writing.
- 2.5. We are not bound to accept any order or part thereof. Once accepted, orders may not be modified or altered by You without our written consent.
- 2.6. You are responsible for selection of products and specifications identified in the quotation or order and We accept no responsibility for any change by You of that selection.
- 2.7. We reserve the right to require pre-payment of so much of the price as we consider appropriate and payment of the final payment before installation.
- 2.8. Quotations are provided on the basis that all work is carried out in normal business hours (9AM to 5 PM Monday to Friday) unless otherwise agreed and quoted for.
- 2.9. All transactions, quotations and prices are processed in AUS\$.

### 03. Specifications

- 3.1. All drawings, dimensions, samples, descriptive matter and specifications are intended as a guide only. We reserve the right to change, alter or modify the design, dimensions, construction or costing of any item without prior written notice to fulfil Our safety obligations under Australian law.

- 3.2. Samples seen on our Website or made available to you by us are indicative and variations in colour, shade or grain may occur in different production lots. Acceptance of this variation within industry tolerances is implicit in placement of the order.
- 3.3. Colour changes in all materials, whether fabric or otherwise, may occur over time and so in the case of completed works, or replacements, some variation in tone may be evident. By accepting these Terms, You acknowledge that variation or change in the Products may occur from time to time, and accept that risk in ordering the Products.

### 04. Design Modifications

Modifications to products outside the standard specifications may be possible. All requests for modifications must be submitted in writing and are subject to Our approval. Additional lead time and surcharges will apply.

### 05. Order Confirmation & Amendment

- 5.1. An order confirmation will be forwarded to You in acknowledgement of receipt of the order. These Terms supersede all prior correspondence in relation to Your order including verbal, written, graphic or otherwise; and production will proceed on the basis of these specifications unless notification in writing is received by Us within 24 hours of receipt of the order.
- 5.2. Once Your order has been confirmed by Us, any requests for subsequent changes must be sent in writing. No guarantee is given that the requested changes can be made. Any variation or cancellation agreed to by Us may incur additional costs.
- 5.3. In the event of a cancellation of an order or part of an order other than lawfully for breach, We may require you to reimburse Us for the costs we have incurred in obtaining materials and components for the Products and any freight or storage charges incurred.

### 06. Collection

- 6.1. Products to be collected must be collected within 14 days of notification that they are ready for collection, unless agreed otherwise. Additional fees for storage may be charged for late collection.
- 6.2. Products not collected and paid for within 90 days of notification that they are ready for collection will be considered abandoned unless other arrangements are made, and may be sold by Us, and We may recover from you the costs incurred by reason of the Products not being collected.

### 07. Delivery

- 7.1. Delivery time estimates are available on request. Failure to provide all relevant information may delay lead times.
- 7.2. Dates for delivery and completion are fixed having regard to circumstances existing at the date a quotation is given. Whilst every effort will be made to achieve nominated delivery dates, delays do not constitute a breach of contract and We are in no way liable for any resulting loss or damage.
- 7.3. If We are unable to secure materials or fabric or components required to manufacture products ordered after 120 days from the date of Your order, You may re-select products or cancel the order and receive a full refund of any amount paid pursuant to the order.

## 08. Price

In addition to the Price, you agree to pay, if requested by us:

- (a) stamp duty, taxes, duties, government charges and other taxes of a similar nature (including fines, penalties and interest) imposed, levied, assessed or payable in Australia or overseas in connection with orders.
- (b) all goods and services tax payable not otherwise specifically included in the Price;
- (c) customs clearance charges, temporary import surcharges, freight from the delivery point, special handling, special packaging or special documentation required by you;
- (d) the cost of holding, storing and insuring Products if delivery is delayed by or at your request;
- (e) extra or additional costs or expenses incurred by us by reason of incorrect or inadequate instructions or information provided by you or by reason of any variations or amendments to the specifications or your requirements for the Products or their installation. Any such extra or additional cost will be accepted by you and added to the price and will be paid by you in accordance with these Terms.

## 09. Payment

- 9.1. Our standard payment Terms require a non-refundable 50% deposit to confirm the order. Production of items will not commence until this has been received. Balance is due prior to installation of the Products.
- 9.2. Payment of our accounts is due 24 hours prior to installation appointment and must be made by direct credit (EFT) into Our nominated account).
- 9.3. If You default in payment or breach these Terms then You will be liable and indemnify Us for all costs incurred through any loss, liability, charge, expense, outgoing or payment which We suffer, incur or are liable for in respect of the recovery of monies owing to Us (including legal costs on an indemnity basis and any fees paid to a debt collector).
- 9.4. Interest is payable on overdue accounts at the rate prescribed under the Penalty Interest Rates Act 1983 (Vic). Any payment received may be applied first against any interest accrued.

## 10. Title, Risk, Insurance

- 10.1. Legal and beneficial ownership of the Products will not pass from Us until such time as the Products and Services have been paid in full in cash or cleared funds.
- 10.2. The Products are entirely at Your risk from the moment of delivery to Your nominated point of delivery or on collection, even though title in the Products has not passed.
- 10.3. You must, at Your own expense, maintain the Products and insure them for the benefit of Us against theft, damage, water, fire, and other risks as from the moment of delivery and until the title of the Products has passed to You.

## 11. Rights in Relation to Products

- 11.1. We reserve the following rights in relation to the Products until all accounts owed by You to Us are fully paid:
  - (a) ownership of the Products;
  - (b) to enter Your premises (or the premises of any associated company or agent where the Products are located) without liability for trespass or any resulting damage and retake possession of the Products; and
  - (c) subject to, and in accordance with, the Personal Property Securities Act 2009 (Cth), to keep or resell any Products repossessed pursuant to clause 11.1(b).
- 11.2. If the Products are resold, or products manufactured using the Products are sold, by You, You will hold such part of the proceeds of any such sale as represents the invoice price of the Products sold or used in the manufacture of the Products sold in a separate identifiable account. This will be held the beneficial property of Us and You will pay such amount to Us upon request. Despite the provisions above, We will be entitled to maintain an action against You for the purchase price and the risk of the Products shall pass to You upon delivery.

## 12. Personal Property Securities Act 2009 (Cth) (PPSA)

- 12.1. You:
  - (a) hereby grant to Us a Security Interest, as defined in the Personal Property Securities Act 2009 (Cth) (PPSA), in the Products and in the proceeds of sale in respect of the Products;
  - (b) agree that if any Products become part of a product or mass, the Security Interest continues in the product or mass in accordance with Part 3.4 of the PPSA;
  - (c) agree that the Security Interest secures all or part of the purchase price of the Products;
  - (d) agree that the Security Interest arising under any retention of title is a 'purchase money security interest' (PMSI) to the extent it can be under section 14 of the PPSA;
  - (e) agree that We may register the Seller's Security Interest as a PMSI on the Personal Property Securities Register;
  - (f) agree to do all things and execute all documents reasonably required by Us to ensure that We acquire a Perfected Security Interest in the Products under the PPSA;
  - (g) agree to waive Your right to receive notice under section 130(1) or section 135(1) of the PPSA and to object under section 137 of the PPSA;
  - (h) agree that You will indemnify Us for any cost We incur in registering, maintaining, discharging and/or enforcing the Security Interest created by these terms and conditions;
  - (i) agree that You will immediately notify Us of any change to You that would require a Financing Change Statement (as defined in the PPSA) to be lodged; and
  - (j) agree that You will not enter into any agreement or arrangement which permits any other person to register any Security Interest in respect of the Products, the proceeds of sale of the Products, or any amounts owed in respect of the Products without Our prior written consent.
- 12.2. You and We agree that neither will disclose to any "interested persons" (as defined in section 275(9) of the PPS Act) or any other person, any information of the kind described in section 275(1) of the PPSA.

12.3. You acknowledge, agree and undertake to:

- (a) not register a financing change statement (as defined in the PPSA) or make a demand to alter the financing statement pursuant to section 178 of the PPSA in respect of the Products without Our prior written consent;
- (b) give Us not less than 14 days' written notice of any proposed change in Your name and/or any other changes in Your details (including but not limited to, a change of postal or business address, facsimile number, email address, trading name or business practice
- (c) waive any rights that You may have had under section 115 of the PPSA upon enforcement;
- (d) waive the right to receive the Verification Statement in respect of any Financing Statement or Financing Interest Statement relating to the Security Interest, pursuant to section 157 of the PPSA, unless otherwise agreed in writing by Us; and
- (e) release and hold Us harmless from any liability whatsoever in the event of any dispute between You and Us as to whether any interest registered on the PPSR constitutes a valid Security Interest.

## 13. Delivery

- 13.1. Delivery and installation times will be arranged once final payment for the order is received. The freight charge is for a single delivery at ground level or to a level via Products lift during normal weekday delivery hours unless otherwise specified. Delivery includes unpacking, placement of Products, assembly where required and removal of rubbish, excluding pre-existing window furnishings, unless otherwise noted.
- 13.2. Access limitations must be advised on order placement. Deliveries or installations that cannot take place due to access limitations are Your responsibility and at Your cost.
- 13.3. If delivery or installation cannot take place, a suitable time for re-delivery and installation will be arranged, and an additional fee charged for the unsuccessful delivery and installation. Additional fees will apply for return to warehouse, storage and redelivery and installation. If the original delivery and installation fee was included in the cost of the Products or waived, the return, storage and re-delivery and installation charges will be calculated and invoiced for payment by You prior to the re-delivery and installation of the Products.
- 13.4. If delivery is not possible due to access limitations, the Products will be taken to storage until You provide Us with further instructions as to their delivery. Storage fees will apply and will be payable by You prior to releasing the Products for delivery.
- 13.5. We offer an inspection service, with an additional fee, prior to order commencement for potential difficult deliveries.
- 13.6. If You are unable to accept delivery within 7 days from Our first call following the completion of their order, storage fees will apply and will be payable by You prior to releasing the Products for delivery.

## 14. Structural Limitations

- 14.1. To the extent permitted by law, We do not accept any responsibility for Structural Limitations to premises at which Products are to be supplied or Services delivered which may limit our ability to perform our obligations.

14.2. It is your responsibility to ensure that the proposed area is free of Structural Limitations before delivery and otherwise safe, structurally sound, and suitable for installation as envisaged by the order.

14.3. Additional cost incurred by Us due to Structural Limitations will be at your expense.

## 15. Inspection

15.1. Inspection of Products is required on delivery. Any damage must be noted on the delivery docket presented to You by carrier for signature. Any damages or shortages must be notified to Our sales office within 24 hours of delivery.

15.2. We will not be responsible for any damage unless We are notified within time period specified above.

## 16. Limitation of Liability

To the fullest extent permitted by law:

- (a) We accept no responsibility for measurements provided by You. Losses and expenses incurred by Us due to reliance on measurements provided by you will be payable by, and invoiced to, you.
- (b) We will not be liable for any breach of statutory obligation or implied guarantee, condition or warranty in respect of Products and/or Services (or materials used in connection with Services) supplied to You;
- (c) We shall under no circumstances be liable in any way whatsoever to You for any form of loss, damage or expense sustained or incurred by You or any other party in consequence of, or resulting directly or indirectly out of, the supply of Products and/or Services by Us, the use or performance thereof, any breach by Us of any contract incorporating these Terms, or negligence by Us or on Our behalf.
- (d) Without limiting the generality of the foregoing, We are not liable in any circumstance whatsoever for any indirect or consequential losses, loss of profits or use, any rectification costs or any third party claims in connection with Products, Services or the Terms.
- (e) Without limiting the generality of clause 17, We shall, under no circumstances, be liable in any way whatsoever for any form of loss, damage to the Products or property or expense, including without limitation any profits or use, any rectification costs or any third party claim in connection with Products, Services or these Terms caused by or in any way relating to, without limitation, injuries sustained from or in connection with the use of Products supplied; and
- (f) Our products come with guarantees that cannot be excluded under the Australian Consumer Law. If any law renders a provision here void or effective, You agree that Our liability is limited to:

- i. the repair or replacement of the relevant Products, the supply of Products equivalent to those supplied, or the payment of the cost of replacing or repairing the Products at Our option; and
- ii. the supply again of those Services supplied (all those materials used in connection with Services supplied) or the payment of the cost of having the Services supplied again, which gave rise to the breach, loss or damage, at Our option.

## 17. Warranty

- 17.1. Our Products come with an express warranty. You are bound by the warranty Terms found on Our Website in relation to any claim under the express warranty.
- 17.2. We are not liable to provide You with a warranty for the Products if You provide Us with incorrect specifications, undertake modifications or there is any other material amendment to the Products.
- 17.3. Our warranty does not cover:
- i. fair wear and tear including, without limitation, fading on fabrics or other materials;
  - ii. deliberate or accidental damage, misuse or incorrect installation by You or a third party;
  - iii. damage caused by external influences including but not limited to animals, pests, plants, acts of God, fire, snow, hail, rain, water, wind, storm, flood, lighting; or
  - iv. damage caused by, but not limited to exposure to pollutants or chemicals; failure to clean, care for or maintain the Products; and issues resulting from Structural Limitations.
- 17.4. A minimum fee of \$120 + GST is payable for each visit in respect of Products or Services not covered by warranty. Extra fees will be payable for additional parts required.

## 18. Intellectual Property Rights

- 18.1. You acknowledge and agree that nothing in these Terms grants You any use of, or rights to, intellectual property in any of Our Products (including copyright, trademarks, sketches, patents and designs).
- 18.2. The supply of Products to You does not constitute a transfer of any intellectual property rights in the Products or any part thereof.
- 18.3. You must not, without Our prior approval in writing, which may be withheld at Our absolute discretion, rebrand, repackage and/ or reproduce any Products supplied and/or manufactured by Us.

## 19. Force Majeure

We shall not be liable for failure to deliver the Products and/or supply the Services for any reason whatsoever outside a reasonable control including, without limitation to the generality of the foregoing, industrial action, war, governmental action or regulation, act of God, riots, pandemic, epidemic or non-availability of stock or materials. Any such failure shall not affect the obligation of You to pay for Products already delivered.

## 20. Jurisdiction

These Terms shall be governed by the laws of Victoria, Australia and the parties submit to the jurisdiction of the appropriate courts.

## 21. General

- 21.1. If any provision of these Terms shall be invalid, void or illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 21.2. You acknowledge that, in entering into this Agreement with Us, You do so without any reliance on, any representation, warranty or other provisions except as expressly set out in these Terms.