

ROSS GARDAM

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

- 1.1 "Seller" means Ross Gardam Pty Ltd.
1.2 "Buyer"/"Customer" means the person/s buying the Goods as specified in any invoice.
1.3 "Goods" means goods supplied by the Seller, the subject of a purchase order placed by the Buyer.
1.4 "Price" means the cost of the Goods as agreed upon between the Seller and the Buyer subject to clause 3 of this agreement.

2. ACCEPTANCE

- 2.1 Any request received by the Seller from the Buyer for the supply of Goods and/or the Buyer's acceptance of Goods supplied by the Seller shall constitute acceptance of the terms and conditions herein.
2.2 The Seller reserves the right to accept or decline to fulfill any order in whole or part at any time notwithstanding that the Seller has already accepted the order.
2.3 A 40% deposit is required prior to production of order (unless stated otherwise).

3. PRICE & PAYMENT

- 3.1 At the Seller's sole discretion the Price shall be either:
(a) as indicated in writing on an invoice provided by the Seller to the Buyer.
(b) the Seller's quoted price (subject to clause 3.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
3.2 the Seller reserves the right to change the Price in the event of a variation to the Buyer's quotation, the details of which shall be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion.
3.3 Time for payment of the Goods shall be of the essence and payment by the Buyer on the date/s determined by the Seller, which may be:
(a) on delivery of the Goods;
(b) by way of installments/progress payments in accordance with the Seller's payment schedule;
(c) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Buyer by the Seller.

4. DELIVERY

- 4.1 Unless otherwise specified by the Buyer in writing, delivery of the Goods shall be made to the Buyer's address

recorded on the front of this agreement.

- 4.2 Quotes of deliveries are given with the best intentions but are not guaranteed. The Seller will not be liable for damages of a consequential nature or other common law damages should delivery be delayed.
4.3 It is the responsibility of the Buyer to pay any and all customs/import duties that may arise as a result of international sales. Once dispatched, the Seller is not responsible for any payment of duties and taxes, which may be required for the Goods to be released to the Buyer.
4.4 Light globes shall not be included with Goods for international sales due to safety reasons and differing voltages and frequencies in mains electricity.
4.5 The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
4.6 Delivery of the Goods to a third party nominated by the Buyer is deemed to be delivery to the Buyer for the purposes of this agreement.
4.7 The failure of the Seller to deliver the Goods shall not entitle either party to treat this agreement as repudiated.
4.8 The Seller shall not be liable for any loss or damage whatsoever due to failure by the Seller to deliver the Goods promptly or not at all.
4.9 Buyer to inspect for damage before signing the Proof of Delivery Form or PDA screen. By signing the goods as 'Received in Good Condition' this will void Transit Warranty.
4.10 The Seller will not be liable for any courier mishandling, damages or loss incurred during freight where freight insurance has not been paid on goods invoice.
4.11 The Seller shall not be liable for any delay or failure to perform its obligations that results directly or indirectly from or contributed to by any acts of God, acts of Buyer, acts of government or other civil or military authorities, priorities, strikes, or other labour disputes, fires, accidents, epidemics, pandemics, wars, riots, embargoes, delays in transportation, lack of or inability to obtain raw materials, components, labour, fuel or other supplies, or other circumstances beyond the Seller's reasonable control.

5. INTELLECTUAL PROPERTY

- 5.1 Where the Seller has designed, drawn or developed Goods for the Buyer, then the copyright in any designs and drawings and documents shall remain the property of the Seller.
5.2 The Buyer warrants that all designs, specifications or instructions given to the Seller will not cause the Seller to infringe on any patent, registered design or trademark in the execution of the Buyer's order and the Buyer agrees to indemnify the Seller against any action taken by a third party against the Seller in respect of any such

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infringement.

5.3 The Buyer agrees that the Seller may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods, which the Seller has created for the Buyer.

6. DEFAULT

6.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Seller's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

6.2 If the Buyer owes the Seller any money the Buyer shall indemnify the Seller from and against all costs and disbursements incurred by the Seller in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Seller's collection agency costs, and bank dishonor fees).

6.3 Without prejudice to any other remedies the Seller may have, if at any time the Buyer is in breach of any obligation (including those relating to payment) under these terms and conditions the Seller may suspend or terminate the supply of Goods to the Buyer. The Seller will not be liable to the Buyer for any loss or damage the Buyer suffers because the Seller has exercised its rights under this clause.

6.4 Without prejudice to the Seller's other remedies at law the Seller shall be entitled to cancel all or any part of any order of the Buyer which remains unfulfilled and all amounts owing to the Seller shall, whether or not due for payment, become immediately payable if:

- (a) any money payable to the Seller becomes overdue, or in the Seller's opinion the Buyer will be unable to make a payment when it falls due;
- (b) the Buyer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors;
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Buyer or an asset of the Buyer.

7. DEFECTS

7.1 The Buyer shall inspect the Goods on delivery and shall within seven (7) days of delivery notify the Seller of any alleged defect, shortage in quantity, errors, omissions or failure to comply with the description or quotation. The Buyer shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery if the Seller believes the Goods are defective in any way. If the

Buyer fails to comply with these provisions, the Goods shall be conclusively deemed to be in accordance with the terms and conditions and free from any defect or damage.

7.2 For defective Goods, which the Seller has agreed in writing that the Client is entitled to reject, the Buyer's liability is limited to either (at the Seller's discretion) replacing or repairing the Goods provided that the Buyer has complied with the provisions of clause 7.1

7.3 The Seller will not be liable for any costs associated with the installation, removal, de-installation; re-installation, or restoration on any faulty or damaged goods, including the re-installation or integration of faulty LED modules for lighting products.

7.4 Products made from materials, such as timber, veneer, marble, mouth blown glass and ceramic will have varying colours, grains, and natural imperfections. These slight variations are to be expected and will not be accepted as faults or defects in the product or as a reason for return.

8. CANCELLATION AND RETURNS

8.1 The Seller may cancel this agreement or cancel delivery of the Goods at any time before the Goods are delivered to the Buyer by giving written notice to the Buyer. The Seller shall not be liable for any loss or damage whatsoever arising from such cancellation.

8.2 The Buyer may only cancel delivery of the Goods with the express written consent of the Seller. In the event that the Buyer cancels delivery of the Goods the Buyer shall be liable for any costs incurred by the Seller up to the time of cancellation.

8.3 Deposits are non-refundable.

8.4 The Buyer may only return the Goods after delivery with the express written consent from the Seller. There will be a standard 40% restocking fee if return is granted. The Buyer will be responsible for any freight on return of Goods.

8.5 No refund will be given on custom orders (including custom colours and configurations or non-standard specified items).

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