



INSTINCT FURNITURE AUSTRALIA LTD

Conditions of Sale (10/07)

1.0 *General*

- 1.1 In these terms and conditions 'the Suppliers' mean Instinct Furniture Australia Ltd and its suppliers.
- 1.2 All terms for goods and services to be supplied by the Suppliers are subject to these terms and conditions.

2.0 *Quotations*

- 2.1 Quotations remain valid for 30 days from the date of quotation.
- 2.2 GST is to be added to the prices quoted.

3.0 *Ownership and Risk*

- 3.1 Property in products comprised within any delivery will not pass to the Purchaser until the Purchaser has paid the full purchase price to Instinct Furniture Australia Ltd. However the risk in such goods shall pass to the Client on delivery to the Client or his agent. Specifically, insuring the goods against theft or loss shall be the responsibility of the Client from the time of delivery.
- 3.2 Until such payment is received the products will be held by the Purchaser on behalf of Instinct Furniture Australia Ltd and its suppliers (hereinafter jointly called 'the Suppliers') in a fiduciary capacity as bailee.
- 3.3 Should the Purchaser sell the products to a third party prior to such payment then the Purchaser will be selling as agent for and on behalf of the Suppliers and the proceeds of the resale up to an amount not more than the balance then owing shall be the property of and shall be held in trust for the Suppliers by the Purchaser.
- 3.4 The Purchaser shall irrevocably give the suppliers and their agents and employees the right and licence to enter any premises or site where it is believed that the products may be held and to remove any of the products or items of which they are constituents without in any way being liable to the Purchaser and the purchaser will indemnify the Suppliers in respect of any claim arising from the proper exercise by the Suppliers of this right and licence.
- 3.5 The granting of any extensions in time, payment or otherwise any indulgence to the Purchaser by the Suppliers shall be without prejudice to the Suppliers rights and remedies against the Purchaser.

4.0 *Delivery*

- 4.1 Delivery of the products will be deemed to have taken place when the products are received at the Purchaser's premises or such other reasonable location as the Purchaser has instructed them to be delivered too. Where the products are uplifted by the Purchaser or its agent then delivery shall be deemed to have taken place at the time that the products are so uplifted.

4.2 The Purchaser shall be responsible for inspection of the products and notification to Instinct Furniture Australia Ltd of any damage or short supply. At delivery if the Purchaser is not satisfied with the state of the goods he should not sign the carrier's consignment note unless marked 'received damaged' - this allows a claim to be made against the Carrier's insurance cover within seven (7) days if required. In such cases it is useful to also note the nature of the damage. The products shall be deemed to have been delivered complete and in good condition unless the Purchaser otherwise notifies Instinct Furniture Australia Ltd within three (3) working days of delivery. If goods are damaged and the Client or his representative signs the carrier's consignment note without noting 'received damaged', Instinct Furniture shall not be responsible for the repair or replacement of such goods.

4.3 Should Instinct Furniture Australia Ltd or its agents, be unable to effect delivery and installation of the consignment on the agreed date, for reasons beyond its control, and the client having no alternative storage available, then Instinct Furniture Australia Ltd will undertake to arrange on the Client's behalf temporary storage and redelivery of the goods to the client at normal commercial rates. It will be the client's responsibility to inspect the goods so stored and verify that the consignment has been delivered 'Complete and in Good Condition'. All costs arising from the temporary storage of the consignment are payable by the Client.

5.0 *Intellectual Property*

5.1 Most Instinct Furniture products are manufactured under licence from Cie Ltd. All intellectual property rights are owned by Cie Ltd. The Purchaser acquires no rights to the designs.

5.2 Intellectual Property rights in any drawings, designs and samples authored by Instinct Furniture Australia Ltd and submitted to the Purchaser for his consideration or approval remain fully with Instinct Furniture Australia Ltd.

5.3 Instinct Furniture Australia Ltd drawings, designs and samples are made available to the Purchaser with the sole purpose of communicating details of the proposed product and can be used by the Purchaser for no other reason.

5.4 Instinct Furniture Australia Ltd does not allow its drawings and designs to be used by other manufacturers or entities.

6.0 *Terms of Payment*

6.1 Invoices covering design work will be issued at the end of stages of work as agreed with the Client.

6.2 Invoices for supply of furniture will be issued once goods are shipped ex factory.

6.3 Instinct Furniture Australia Ltd invoices fall due for payment in full three weeks from the date of invoice or as per any special agreement.

6.4 Instinct Furniture Australia Ltd will only accept the holding of retentions by the Client by prior agreement.

7.0 *Acceptance*

7.1 The Customer will be deemed to have accepted these Conditions of Sale when a Purchase Order has been received in acceptance of our Quotation.

8.0 *Amendments and Cancellations*

8.1 Once Instinct Furniture Australia Ltd is in receipt of the Customer's Purchase Order it shall be deemed that we are authorized by the Customer to proceed immediately with processing and production of the order.

8.2 Should the Customer wish to cancel an order in part or in full once in progress the Customer shall be liable to pay Instinct Furniture Australia Ltd in full for all materials unable to be returned and all work undertaken at that date pertaining to such cancelled items.

8.3 Prior to production we will issue to the Customer our 'Confirmation of Order'. This document sets out our understanding of the Customer's order content and requirements. The Customer is required to check details carefully and contact Instinct Furniture Australia Ltd immediately should amendments be required. The Customer has three days to notify Instinct Furniture Australia Ltd of such amendments after which we shall deem our understanding of the Customer's order content and requirements as set out in our 'Confirmation of Order' to be accurate.

9.0 *Delivery dates*

9.1 Instinct Furniture Australia Ltd quotations will generally include our estimate of the current number of weeks we require from the date of receipt of the Customers Purchase Order to complete the order.

9.2 Once a Purchase Order as been received a specific delivery date will generally be agreed on with the Customer.

9.3 Instinct Furniture Australia Ltd will in good faith endeavor to achieve such delivery dates however accepts no liability resulting from failure to do so.

10.0 *Right to claim authorship*

10.1 Instinct Furniture Australia Ltd retains the right to claim authorship for furniture and services provided, including the right to photographically record installations and use such material in promotions, brochuring and on our website.
Instinct Furniture Australia Ltd will always endeavor to gain permission from the Customer before publishing images showing staff members facial details.