

## **TERMS AND CONDITIONS OF SALE. VALUE OFFICE FURNITURE**

- 1 All prices are inclusive of GST and Quotations are valid for 30 days only. All prices on this website are in Australian Dollars (AUD) only.
- 2 The full amount is to be prepaid before the order is processed.
- 3 Only Visa and Mastercard credit cards are accepted. Other payment options include direct deposit and cheques. We are unable to accept cash.
- 4 Insurance risk in the goods passes from the Seller to the Buyer immediately upon delivery.
- 5 There are no refunds on custom made items. If ready-made or 'off the shelf' items are still in their original packaging, we are able to offer an exchange or refund. A restocking fee of 20%, an administration fee of \$20 and a re-delivery fee (if relevant) will be incurred to cover costs. If items have been custom made, are not in their original packaging or have already been assembled and/or used, we are unable to exchange them. Please see our Warranty, Credit and Refund Policy for full details.
- 6 No allowance has been made for any electrical/data cabling or connection.
- 7 Due to licensing restrictions we are not permitted to attach any items to walls or floors.
- 8 No allowance has been made for any work to be completed outside of normal business hours, unless noted otherwise
- 9 By signing our delivery note, you acknowledge receipt of all goods listed thereon in full and undamaged.
- 10 This document, inclusive of any drawings, is confidential between Value Office Furniture Pty Ltd and the addressee.
- 11 This document shall remain the intellectual property of Value Office Furniture Pty Ltd and cannot be reproduced in part or in whole without our written consent.
- 12 By placing an order, or doing business with Value Office Furniture Pty Ltd, you acknowledge, accept and understand all of the Terms & Conditions including Retention of Title.
- 13 RETENTION OF TITLE
  - 13.1 Title shall not pass. Title to and ownership of the goods remains with Value Office Furniture Pty Ltd (the seller) until (the buyer) has paid for the (goods) in full and including G.S.T., delivery charges and other duties or charges invoiced.
  - 13.2 Relationship between (seller) and (buyer). The (buyer) shall take custody of the (goods) and retain them as the fiduciary agent and bailee of Value Office Furniture Pty Ltd (the seller).

13.3 Storage of the goods. Subject to dealing with the goods as contemplated by this clause, the (buyer) must keep the (goods) stored separately and in a manner to enable them to be identified, properly stored, protected and insured. The (buyer) must not create any form of encumbrance over the goods which is inconsistent with Value Office Furniture Pty Ltd (the seller) title to and ownership of the goods.

13.4 Authority to repossess If the (buyer) does not pay for the goods in full, the (buyer) authorises Value Office Furniture Pty Ltd (the seller) and its servants and agents, to enter upon the (buyers) premises at any time to do all things necessary to repossess the (goods).

13.5 Dealing with the goods – resell. The (buyer) may resell the (goods). But only as fiduciary agent for Value Office Furniture Pty Ltd (the seller). Any right to bind Value Office Furniture Pty Ltd (the seller) to any liability to any third party by contract or otherwise is expressly negated. The buyer shall hold in trust for Value Office Furniture Pty Ltd (the seller) any proceeds of sale received from third parties which relate to the (goods) and shall keep such proceeds in a separate account until the liability to Value Office Furniture Pty Ltd (the seller) has been discharged.

13.6 Dealing with the Goods – making new product.

13.6.1 This subclause applies if the (buyer) makes a new product from the (goods) by some method of manufacture or construction or mixing the (goods) with other articles. The (goods) are deemed to be made into the new product immediately upon the commencement of the method or mixing.

13.6.2 If the (buyer) sells the new product to a third party, the (buyer) holds on trust for Value Office Furniture Pty Ltd (the seller) the part of the proceeds of sale received from the third party as relate to the (goods). Such part is deemed to be the proceeds of sale received by the (buyer) in an amount equal in dollar terms owing to Value Office Furniture Pty Ltd (the seller) by the (buyer). If the new product is not sold to a third party the (buyer) agrees with Value Office Furniture Pty Ltd (the seller) that ownership in the new goods immediately passes to Value Office Furniture Pty Ltd (the seller) and subclauses 13.3 and 13.4 apply to the new product.

14 Outstanding balances on overdue accounts shall be charged interest at the rate of 15% p.a. calculated daily from the date on which the account becomes overdue.

15 These conditions (which shall only be waived in writing signed by the Seller) shall prevail over all conditions of the Buyer's Order to the extent of any inconsistency.

16 The Seller and Buyer agree that, should any dispute arise in relation to, or reasonable associated with, these Terms and Conditions, the applicable law shall be that of the State of Queensland.