

## HELIX FURNITURE PTY LTD: TERMS AND CONDITIONS OF SALE

Last Update 01.07.2017

- These Terms and Conditions of sale (as may be amended from time to time by Helix Furniture Pty Ltd) ("Terms") are subject to the provisions of the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)).
- Placement of a Purchase Order or any payment of our invoice indicates acceptance of these Terms and Conditions.
- In these Terms, the words "stock", "order", "goods" and "products" have the same meaning and are used interchangeably.
- In these Terms, the words "buyer", "client" and "customer" have the same meaning and are used interchangeably.
- Failure by Helix Furniture Pty Ltd ("Helix Furniture") to insist upon compliance with any provision of these Terms and Conditions will not constitute a waiver of that provision or of any other provision of these Terms. Helix Furniture will be entitled to insist upon compliance with these Terms and Conditions at any time.

### INFORMATION & ENQUIRIES

1. Stock availability is subject to change without notice. It is important to secure the stock with a Purchase Order and/or a deposit, to avoid disappointment.
2. Minimum order quantities (MOQ) vary between designs.
3. Prices, weights, dimensions, lead times, MOQs and other details published by Helix Furniture (and its suppliers) on materials including (but not limited to) emails, specifier's guides, brochures, price lists, websites and digital newsletters, are subject to change without notice.

### QUOTATIONS AND PURCHASE ORDERS

4. Quotations ("Quotes") are valid for a period of 30 days from the date of the quote, unless otherwise stated, withdrawn earlier, or extended later, at the absolute discretion of Helix Furniture.
5. Quotes for full containers and significantly large volumes may be eligible for a discount, at the discretion of Helix Furniture and its suppliers.
6. If Quotes include freight, delivery, container unloading, labour hire, installation, packaging removal, rubbish disposal or any other service required, this will be expressly stated. Clients desiring these inclusions should request them at the time of enquiry.
7. It is the responsibility of the client to provide accurate and up-to-date details to Helix Furniture about the nominated delivery site conditions including (but not limited to) type of loading dock for off loading, site access, restrictions, delays, postponements, redirections, and actions or events that would result in additional costs incurred outside of Classique's and/or our 3<sup>rd</sup> party providers control. All unforeseen costs during the delivery process, will be charged onto the client and payable immediately.
8. Acceptance of quote must be in writing, in the form of a Purchase Order, signed Order Confirmations, or by paying a deposit against our invoice.
9. Storage charges are applicable if the buyer requests goods to be postponed for dispatched more than 14 days after the final invoice date, unless otherwise negotiated.
10. Any change requested by the buyer to a quotation or to a Purchase Order or to any supply, delivery or installation date will be accommodated at the discretion of Helix Furniture, and may result in a change to the quoted price, additional costs and charges, delays to supply, delivery and/or installation dates.
11. In the unlikely event that a Purchase Order states an incorrect price, Helix Furniture reserves the right to refund or cancel the Order at the incorrect price.

### PAYMENT - For products currently in Stock, Imported Orders

12. A deposit payment of 50% of total order value, is required with Purchase Order, with the balance payment required prior to dispatch of goods, unless otherwise negotiated.
13. Existing clients with approved Helix Furniture Credit Accounts ("credit-account clients") are required to make final payment in accordance with the payment terms stated on the invoice. For overdue credit-accounts, a 5% late payment fee will be charged on the balance owing on all overdue accounts each month and accumulatively at the end of each month, until paid in full. On occasion, clients with approved Helix Furniture Credit Accounts will be required to pay a deposit for special orders.
14. Helix Furniture reserves the right to make changes to approved credit limits at the absolute discretion of Helix Furniture.

### CANCELLATION – For Products currently in Stock

15. Purchase Orders can be cancelled by clients up to 72 hours prior to dispatch, with a credit note issued to the buyer for the value of any monies paid, however, Helix Furniture reserves the right to charge a cancellation fee of 20% of the total value of the Purchase Order.

### PAYMENT – For full-container orders/Custom Designs and/or Dedicated Imports confirmed via Purchase Order

16. Payment is required in parts – Deposit, Progress Payment(s) and Balance Payment as negotiated
17. Deposit of 40% of total order value is required to book production and purchase materials;
18. Progress Payment of 40%, of total order value is to be paid prior to goods being loaded onto the container at the factory. Helix Furniture will notify clients via a Bill of Lading, this normally occurs about 4-5 days prior to vessel departure date.
19. Balance payment of remaining total order value to be received prior to delivery of goods occurring, except when a Bank Guarantee or Letter of Credit is required, in which case, the balance payment may be payable 7 days after receipt and acceptance of goods.

### CANCELLATION – For Custom Designs & Imported Orders

20. Cancellation of an order by the client prior to Progress Payment will mean forfeiture of entire 40% deposit where material has been ordered and/or manufacturing has commenced.
21. Cancellation of an order after Progress Payment will be accommodated at the discretion of Helix Furniture.

### LEAD TIMES AND DELIVERY

22. Any time for supply, delivery or installation given by Helix Furniture to the client is an estimate only.
23. Helix Furniture will not be liable for any delay in supply, delivery or installation or for any loss, damage, cost or expense arising from or in connection with such delay.
24. Where part-delivery of goods is made at the request of the buyer, Helix Furniture reserves the right to pass on to the client any additional costs for delivery.
25. For Products currently in stock, dispatch must be within 14 calendar days from Invoice Date.
26. For container orders including custom design and dedicated imports, goods must be dispatched or collected within 14 days of arrival at Classique National Headquarters in Somersby, NSW.
27. Storage charges may be incurred if point 25. & 26. are not met as a result of the Client.
28. Clients using their own nominated carrier take full responsibility for the order from the pickup point, by the nominated carrier.

### TITLE TO GOODS & GENERAL LIEN

29. Title to and property in the goods shall not pass to the buyer until the buyer has paid Helix Furniture the total price. The buyer shall be entitled to resell the goods in the usual course of business of the buyers, but in such case, the buyer shall hold in trust for Helix Furniture the proceeds of each sub-sale as it applies to the total price outstanding. If the buyer does not pay Helix Furniture the total price or any part thereof on the due date for payment, then without prejudice to any other remedy, Helix Furniture shall be entitled to retake possession of the goods or any part thereof.
30. In addition to any right of lien to which Helix Furniture may by law be entitled, Helix Furniture will be entitled to a general lien on all items in its possession belonging to the buyer for the unpaid price of goods and the buyer hereby acknowledges that Helix Furniture shall have a right of sale in respect of such items and subject to such lien.

### DEFECT REPORTING & RETURN POLICY

31. Outer Package – It is the buyer's responsibility that all original packaging be inspected at the time of either pick up or delivery. Any damage to outer packaging or visible damage to goods should be noted on the delivery docket, upon the receipt of the order delivered, and damage reported within 48 hours of receipt of the goods with supporting images of original packaging and damage to [customerservice@classique.net.au](mailto:customerservice@classique.net.au)
32. All other damage - must be reported within 7 days of delivery of goods with clear supporting images to [customerservice@classique.net.au](mailto:customerservice@classique.net.au)

### WARRANTY CLAIMS

33. Helix Furniture acknowledges the rights of consumers under Australian law.
34. Product warranty periods and terms will be stated on the Quotation, Pricelist or FF&E Schedule.
35. Warranty claims must be reported immediately upon the issue occurring. Supporting images will be required to be sent to [customerservice@classique.net.au](mailto:customerservice@classique.net.au) for assessment by Helix Furniture.
36. Where an item has been assessed as a manufacturing fault within the warranty period, either a replacement "fit for purpose" will be provided (if available in stock), defect rectification or repair service will commence, or a credit will be issued, at the discretion of Helix Furniture.

### LIMITATIONS

37. Helix Furniture will have no liability whatsoever or howsoever arising for any loss or damage whatsoever or howsoever suffered by the buyer in or in connection with any transaction between Helix Furniture and the buyer;
38. No party will be liable to the other for any loss or damage arising from or in connection with a force majeure event. A force majeure event is an event beyond the control of either party that is unforeseeable or, if foreseeable, cannot be avoided or altered by human power.

#### SEVERANCE

39. If any provision of these Terms is or becomes invalid, illegal or unenforceable, the provision shall so far as possible be read down to such extent as may be necessary to ensure that it is not invalid, illegal or unenforceable. If any provision or part of it cannot be so read down, the provision or part of it shall be deemed to be void and severable and the remaining provisions of these Terms shall be in no way affected or impaired.

#### NOTICES

40. A notice or other communication connected with these Terms has no legal effect unless it is in writing.

#### JURISDICTION

41. These Terms are governed by the laws of the State of New South Wales.

#### SAMPLES AND COLOUR SWATCHES

42. All samples of product and swatches, which has been provided to our Clients in good faith, remain the property of Helix Furniture or under the responsibility of Helix, on behalf of our suppliers.
43. Clients are responsible for contacting Helix Furniture to organise for the samples and or swatches to be collected when no longer required unless we have specified a return by date, pick up date and/or provided a service to collect the samples and swatches.
44. Clients are responsible for contacting Helix Furniture to organise for the samples and or swatches to be collected when no longer required unless we have specified a return by date, pick up date and/or provided a service to collect the samples and swatches.
45. All packaging must be kept and reused in the same manner when repackaging items for return.
46. Kept, lost, misplaced, stolen, sold, damaged samples and swatches will be charged to our Client for the full replacement cost + freight if they are not returned to Helix Furniture or as directed by Helix.

#### DESIGN ACT

47. Subject to registration under the Design Act 2003, replica copies of such designs are subject to prosecution.